Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
July 12, 2022
Regular Meeting - 8:30 to 10:00 PM

Zoom details to call-in for public comment during a meeting:

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 812 6537 1422**
3. **Passcode: 974980**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

   a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
   b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Presentation / Committee Discussion / Public Comment)

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the June 14, 2022 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: First Amendment to Agreement A-8192 for Custodial Services for the Oxnard Transit Center (OTC). (0/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8192 with PBC Commercial Cleaning Systems, Inc., to increase the not to exceed from $436,425 to $536,425, and approve the assignment and amend the company name to CCS Los Angeles Janitorial, Inc.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/PHhsL-jOA84
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Water Campus Virtual Tour. (0/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee receive and file the Water Division Virtual Tour Video.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/nAhdmpFZNKQ
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Amendments to Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 with Mariposa Landscapes, Inc. for Landscape Maintenance Services within the City's Medians and Parkways. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the:

1. First Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $1,900,000 to $2,415,000 in Region 1;
2. Second Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. increasing the not to exceed amount from $2,125,000 to $2,535,000 in Region 2; and
3. First Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $2,000,0000 to $2,575,000 in Region 3.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Vt2-jbxo7BM

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement A-8483 with Mariposa Landscapes, Inc. for Basic Landscape Services for Citywide General Fund Parks. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve Agreement A-8483 with Mariposa Landscapes, Inc. in the amount not to exceed $758,919 for a 22-month term ending June 30, 2024 for basic landscape services in the General Fund Parks.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/KvjCWDBDf1Q

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: July 12, 2022

TO: Public Works and Transportation Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the June 14, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 06 14 2022 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
June 14, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Vianey Lopez, Member John C. Zaragoza, and Chair Bert E. Perello were present in person.

Staff members Alexander Nguyen, City Manager; Jason Zaragoza, Deputy City Attorney; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Tatiana B. Arnaout, P.E., City Engineer; Jose Arreola, Fleet Services Manager; Tim Bochum, City Traffic Engineer; and Rose Chaparro, City Clerk were also present in person.

Steve Howlett, Assistant Public Works Director, participated via videoconference.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the May 24, 2022 regular meeting as presented.

It was moved by Member Lopez, seconded by Chair Perello, to approve the Information/Consent item as presented. VOTE: Lopez, Perello, and Zaragoza voted in favor, the motion carried 3-0.

D. REPORTS

1. Public Works Department

SUBJECT: Agreement A-8471 with Taft Electric Company for On-Call Traffic Signals Repairs and Maintenance Services, Specification No. PW 22-103. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8471 with Taft Electric Company in the amount of $300,000 for a three year term for On-Call Traffic Signals Repairs and Maintenance Services, Specification No. PW 22-103.

Tatiana B. Arnaout, P.E., City Engineer, presented and introduced Tim Bochum, City Traffic Engineer, who answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Chair Perello, seconded by Member Zaragoza, to approve the recommended action as presented. VOTE: Lopez, Perello, and Zaragoza voted in favor; the motion carried 3-0.

2. Public Works Department

SUBJECT: Agreement A-8468 with Parkhouse Tire, Inc. for Tire Retreading and Repair Services. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8468 with Parkhouse Tire, Inc. in an amount not to exceed $600,000 for a three year term, with each year renewable in one year increments beginning September 4, 2022 and ending September 3, 2025 upon agreement by both parties for tire retreading and repair services.

Jose Arreola, Fleet Services Manager, presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Lopez, seconded by Member Zaragoza, to approve the recommended action as presented. VOTE: Lopez, Perello, and Zaragoza voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 8:48 p.m.

ROSE CHAPARRO	BERT E. PERELLO
City Clerk	Chair

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: July 12, 2022

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: First Amendment to Agreement A-8192 for Custodial Services for the Oxnard Transit Center (OTC). (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8192 with PBC Commercial Cleaning Systems, Inc., to increase the not to exceed from $436,425 to $536,425, and approve the assignment and amend the company name to CCS Los Angeles Janitorial, Inc.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/PHhsL-jOA84

BACKGROUND

On February 28, 2019, the City issued a request for bids (RFB) No. DS 19-56 for custodial services at the Oxnard Transit Center (OTC) located at 201 East Fourth Street. The City received two responsive bids by the March 21, 2019, closing date. The selected bidder, Joranda Marketing Inc., (Jan-Pro) provided the lowest responsive bid. On June 18, 2019, the agreement was awarded by Council and Jan-Pro began providing custodial services at the OTC.

On October 9, 2019, Jan-Pro submitted a written notice to terminate services effective November 9, 2019, due to the City's Living Wage Policy requirements. At the direction of the Purchasing Division, the second lowest responsive bidder, PBC, was contacted to provide custodial services. On February 4, 2020, PBC Commercial Cleaning Systems, Inc., began providing custodial services at the OTC. PBC Commercial Cleaning Systems, Inc. has requested City approval to assign the agreement to a related entity, CCS Los Angeles Janitorial, Inc.

DISCUSSION

The OTC operates 365 days a year as the center for the train and bus services to the region. The building is open every day from 6:00 am to 10:00 pm. PBC provides full-service custodial services at the OTC on a daily, weekly, monthly, bi-monthly, quarterly, and annual basis. Contractual work includes both interior and exterior services, including but not limited to mopping, sweeping, dusting, removal of cobwebs, emptying of trash containers, removal of all graffiti and vandalism reporting.

Due to an unanticipated increase in services and costs incurred during the pandemic for Covid-19 cleaning protocols, additional funding is required to fund the agreement through the contract completion date of

February 3, 2023. This amendment will also address the requested vendor assignment and name change. These services will be rebid prior to the contractual completion date of this agreement.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total cost for this Amendment is $100,000 for a new not to exceed contract value of $536,425 with CCS Los Angeles Janitorial, Inc. and will be funded from the Transportation Development Act (TDA) Fund for the Oxnard Transit Center (account 213-3110-803-8209). There is sufficient budget for the estimated spending of $150,000 in FY 2022-23 through February 3, 2023.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. A-8192 - First Amendment
2. A-8192 - Original Agreement
3. Presentation

Agreement No. A-8192

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation

("City"), and CCS Los Angeles Janitorial, Inc. ("Vendor") (assignee of PBC Commercial Cleaning Systems, Inc. ("Assignor")). This First Amendment amends the Agreement entered into on February 4, 2020, by City and Assignor.

City and Vendor agree as follows:

1. Pursuant to Section 26 of the Agreement, the City hereby approves the assignment of the Agreement from PBC Commercial Cleaning Systems, Inc. to CCS Los Angeles Janitorial, Inc.

2. The name in Section 2 of the Cover Page of the Agreement is hereby amended to "CCS Los Angeles Janitorial, Inc."

3. The amount in section 6 of the Cover Page of the Agreement is hereby amended to "$536,425"

As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

_____ _____
☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Date
Attorney (always required)

CCS LOS ANGELES JANITORIAL, INC.

_____ _____
Dana A. Holladay, Senior Vice[2] Date
President

_____ _____
Steven Bohn, CFO Date

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: February 4, 2020

(2) Vendor: PBC Commercial Cleaning Systems, Inc.

(3) Services: Custodial Services for the Oxnard Transit Center (OTC)

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above

(5) Agreement Ending Date: February 3, 2023

(6) Total Agreement Amount: $436,425

(7) City's Project Manager: Brian Yanez

(8) Vendor's Project Manager: Michael Kaa

(9) Insurance Coverage: INS-B

(10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

840 Apollo Street, Suite 307
El Segundo, CA 90245
Attn: Michael Kaa, Account Manager

FOR CITY:

305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Brian Yanez, Assistant Public Works Director

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

mkaa@ccsbts.com

CITY'S PROJECT MANAGER:

brian.yanez@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☒ Living Wage Policy Exhibit
☒ Insurance Exhibit (INS-B)

COUNCIL APPROVED
2/18/2020 RB
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or

equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

Tim Flynn 2/18/20

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion 2/19/20

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

2-19-2020

Stephen M. Fischer, City Attorney (always required) Date

PBC COMMERCIAL CLEANING SYSTEMS, INC.

Dana A. Holladay, Senior Vice President Date

Janet Kiefer, CFO Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

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IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Date

PBC COMMERCIAL CLEANING SYSTEMS, INC.

Dana A. Holladay, Senior Vice President 1.29.2020 Date

Janet Kiefer. CFO 01.29.2020 Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.
Attorney (always required)

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SCOPE OF SERVICES EXHIBIT

I. **Principal Items of Work:** The principal items of work shall include, but not be limited to the following, which are to be performed seven (7) days per week:

a. **Graffiti Control**

i. All interior walls, partitions, signs, phones, posts and furnishings shall be kept free of all graffiti and checked for any signs of vandalism
ii. All vandalism will be reported to the Oxnard Transit Center (OTC) manager.

b. **Daily Services (Interior Services)**

i. Empty all trash containers (twice daily)
ii. Vacuum all carpeted areas. Dust mop all floors, stairwells and elevators
iii. Dust and polish all furniture
iv. Mop all floors, stairwells and elevator (utilize a No Rinse with optical Brightener)
v. Clean all service counters and reference desks including the office of Gold Coast Transit
vi. Clean, mop and sanitize all restrooms and drinking fountains, and re-stock restrooms (twice daily)
vii. Clean, sanitize and polish all various restrooms fixtures, including toilet bowls, urinals, diaper-changing stations and hand basins (twice daily)
viii. Clean elevator
ix. Remove dust and cobwebs from ceiling areas
x. Turn on those lights necessary for cleaning. Turn off lights not required when leaving each area
xi. Change all burned-out lamps
xii. Clean all glass and mirrors
xiii. Sweep and hose down exterior of entrance areas. Remove all gum and other stains
xiv. Check restrooms for cleanliness and stock prior to leaving building for the day to include Gold Coast Transit restroom
xv. Spot clean floors and carpets as needed
xvi. Clean all doors, door frames and hardware, partitions, counters, metal work, walls, railings and around wall switches as needed
xvii. Clean all furniture as needed

c. **Daily Services (Exterior of Facility)**

i. Monitor and remove trash and debris from Gold Coast Transit District (GCTD), Greyhound bus and train loading areas and all OTC parking lots and landscaped areas
ii. Provide graffiti clean-up for GCTD, Greyhound and train loading areas, all parking lots, sidewalks and related flower and planter beds
iii. Sweep sidewalks around OTC building including train platform and loading areas
iv. Monitor and remove trash and debris from the exterior property of OTC (parking lots, bus and train areas and landscaped areas)
vi. Clean dirt and debris, including bird droppings from exterior building and exterior directional signs within reach
vii. Empty all trash and recycle containers (twice daily)

d. **Weekly Services**

i. Clean and sanitize all OTC drinking fountains
ii. Low-dust all horizontal surface to hand height, (36") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.
iii. High dust all horizontal surfaces, including shelves, moldings and ledges
iv. Clean entire interior glass in partitions and doors
v. Clean outside sidewalks, removing gum or other debris

e. **Monthly Services**

i. Dust all horizontal surfaces over 60 inches each month
ii. Spot clean furniture
iii. Power scrub interior floors to remove scuff and heel marks

f. **Bi-Monthly Services**

i. Power-wash the three public entrances to OTC and other areas as requested

g. **Quarterly Services**

i. Shampoo carpets
ii. Clean blinds and curtains
iii. Dust Venetian blinds
iv. Clean all vents and walls

h. **Annual Services**

i. Clean inside light fixtures
ii. Wash walls
iii. Shampoo/Extract "steam clean all interior carpets"
iv. Clean exterior and interior building windows in June

1. **Services As Requested**

i. Perform Emergency cleaning tasks
ii. Other services as requested

2. **Material, Equipment and Supplies**

a. The contractor, at his/her own cost and expense, shall furnish all necessary materials, equipment and supplies of good quality and in good working order, and in the amounts necessary to accomplish an acceptable and professional level of maintenance.

i. Equipment shall be maintained in a state of good repair
ii. When equipment is not functioning, the contractor will obtain a replacement until the equipment is repaired, if applicable
iii. Contractor shall be responsible for handling and securing materials, supplies and equipment on the premises to prevent waste, damage, theft and vandalism. The supplies and materials shall include, but are not limited to:
   a. All necessary cleaning equipment, supplies, dispensers, application bottles and related items
   b. All necessary lamps, bulbs, lights and paper products including toilet paper, toilet seat liners, towels and related items
   c. All necessary hand soap, room deodorant, urinal deodorant, disinfectant, enzymes and related items
   d. The use of paper products made from recycled products is required
   e. All trash container supplies, including any trash receptacle liners
   f. Only the highest quality and premium grade paper supplies and hand soap shall be used in the OTC restrooms such as, or equivalent to, Fort James Stay Free Seat Covers (5000/cs), Natural Roll Paper Towels (6/800/cs), Toilet Tissue 2-ply SS #37-60 I (500/rl, 96/cs), and Total Performance White Lotion hand soap
   g. Custodial closet areas will be kept clean, free of debris and odor. All supplies will be stored in a neat and orderly manner and in such a way as to prevent injury to City or Contractor employees

b. Contractor will submit a list of all products and their specifications for approval prior to their use in any facility.

i. Only City approved products shall be utilized

11. Contractor is responsible for supplying Safety Data Sheets (SDS) to city Project Manager for any and all cleaning liquids, chemicals, solvents, additive, floor waxes, etc., that the Contractor is using. These will be kept on file for immediate access in each of the Contractor serviced locations and updated as needed

3. **Employee Conduct**

a. Employees of the Contractor shall not:

i. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee
11. Remove any City property or personal property, equipment, monies, forms or any other item from the facilities
111. Engage in horseplay or loud boisterous behavior
1v. Be under the influence of alcohol or drugs
v. Gamble
v1. Smoke in any building
vii. Use the City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire or need of law enforcement (dial 911)
viii. Open any desk, file cabinet or storage cabinet
1x. Remove any articles from desks
x. Consume any food or beverage, other than brought with or purchased by the employee and only in areas designated as break or lunchrooms

4. **Employee Appearance and Identification**

a. Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees.

b. Each employee shall possess an identification badge and/or uniform.

c. Identification badges may be worn on collared shirts or tee shirts with company logos.

d. Each employee shall be required to wear long pants.

e. No shorts, skirts, or open-toed shoes are allowed.

5. **Security**

a. Only authorized employees of the City and Contractor are allowed in the facilities at any time. All such employees must be working while inside the facilities.

b. Contractor shall sign for and be responsible for all keys issued to contractor's staff. Contractor shall pay City a minimum of $25.00 per lost key and shall pay for all building re-keying necessary due to the lost key, as determined by City.

6. **Schedule**

a. Contractor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include number of employees and their scheduled hours each day throughout the week including Sundays.

7. **Quality Control Program**

a. Contractor shall provide and maintain a Quality Control program for all work conducted and as specified in this agreement.

b. Contractor shall provide a copy of Quality control procedures, safety procedures, and improvement programs currently in place to City prior to commencing contracted work, and upon demand at any time by City.

8. **Employment Practices** Contractor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

9. **Property Damage** Contractor shall be responsible for any damage to facilities or contents resulting from activities performed by or on behalf of Contractor; products and completed operations of Contractor during the performance of the contract. In the event that there is damage to City property, the Contractor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of the City provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

10. **Missed Cleanings** Should the Contractor fail to provide a scheduled janitorial service, the City will automatically remove payment for that service from the invoice. Continued failure to provide the appropriate service on schedule may result in termination of the contract.

11. **Labor Strike** It is the Contractor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Contractor's normal rates (which will be deducted from the Contractor's payment) to the City being borne by the Contractor.

12. **Employee Removal** The City reserves the right to reject any representative of the Contractor's work force. It shall be the Contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall remove an employee from assignment at City's request.

13. **The Displaced Janitors Opportunity Act (California Labor Code§§ 1060 et seq.)**

a. California law prohibits at will termination of janitors and building maintenance personnel under certain circumstances. The Displaced Janitors Opportunity Act (DJOA), enacted in 2002, affects contractors and subcontractors who are awarded janitorial and building maintenance contracts within 30 days of the termination of another janitorial or building maintenance contractor or subcontractor's contract at the same facility.

b. The DJOA requires the awarded Contractor with 25 or more employees to hire and retain the previous contractor's employees for 60 days, unless: (A) an employee had less than four (4) months of service at the site covered by the successor's contract; or (B) the successor has just cause to refuse the hired employee. In this context, "just cause" is defined as "reasonable and substantial cause not to hire a particular employee based on that employee's performance or conduct while performing under the terminated contract." It remains an open question as to whether something occurring prior to that employee's hire (such as resume fraud, failure to disclose a prior conviction, or a customer imposing a condition that individuals with certain types of prior convictions would not be permitted on site), but ignored or disregarded by the previous contractor, can be used by the successor to deny employment.

c. During the 60-day period after commencing work under the contract, the successor must maintain a preferential hiring list of eligible employees whom it did not retain. It must use that list to hire any additional employees until all of the terminated contractors' employees have been offered employment. When a contractor is terminated, the contractor must provide a list of employees at the site to the person or company to whom they are providing services. The successor must also maintain a list of employees employed at the site, including a list of the many terminated employees who were not retained (stating the reason why they were not retained).

RATES AND COSTS EXHIBIT

The costs for services is a fixed weekly rate and includes all costs for labor, materials, supplies, equipment and other related costs necessary to provide the services, as required in this Agreement.

Location	Cost Per Staff Hour	Cost Per Hour for Special/Emergency Cleaning
Oxnard Transit Center – 201 E. Fourth Street, Oxnard, CA 93030	$34.97	$45.00

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER**					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

SAMPLE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured
Retention (check which) of $ _____
with an Aggregate of $_____
coverage. ☐ Per Occurrence

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED**. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

First Amendment to Agreement A-8192 for Custodial Services for the Oxnard Transit Center

Public Works and Transportation Committee
July 12, 2022

Brian Yanez,
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8192 with PBC Commercial Cleaning Systems, Inc., to increase the not to exceed from $436,425 to $536,425, and approve the assignment and amend the company name to CCS Los Angeles Janitorial, Inc.

BACKGROUND

- February 28, 2019, City issued a request for bids (RFB) No. DS 19-56 for custodial services at the Oxnard Transit Center (OTC) located at 201 East Fourth Street

- City received two responsive bids which Joranda Marketing Inc., (Jan-Pro) provided the lowest bid

- June 18, 2019, an agreement was awarded by City Council to Jan-Pro for custodial services at the OTC

BACKGROUND

- October 9, 2019, Jan-Pro submitted a written notice to terminate services effective November 9, 2019, due to the City's Living Wage Policy

- At the direction of the Purchasing Division, the second lowest responsive bidder, PBC Commercial Cleaning Systems, Inc., was contacted to provide custodial services

- February 4, 2020: PBC Commercial Cleaning Systems, Inc., began providing custodial services at the OTC

DISCUSSION

- The OTC operates 365 days a year as the center for train and bus service to the region. PBC provides full-service custodial services which includes both interior and exterior services

- Due to an unanticipated increase in services and costs incurred during the pandemic for Covid-19 cleaning protocols, additional funding is required to fund the agreement through the contract completion date of February 3, 2023

- Additionally, this amendment addresses the requested name change of the vendor

- These services will be rebid prior to the contractual completion date of this agreement

FINANCIAL IMPACT

- Total cost for this amendment is $100,000 for a new not to exceed contract value of $536,425 with CCS Los Angeles Janitorial, Inc. and will be funded from the Transportation Development Act (TDA) Fund for the Oxnard Transit Center (account 213-3110-803-8209)

- There is sufficient budget for the estimated spending of $150,000 in FY 2022-23 through February 3, 2023

- There is no impact to the General Fund for this agreement

Questions?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: July 12, 2022

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Water Campus Virtual Tour. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee receive and file the Water Division Virtual Tour Video.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/nAhdmpFZNKQ

BACKGROUND

This agenda item provides a viewing of the Water Division Education Virtual Tour, a video project previously discussed with the Public Works and Transportation Committee and the City Council. Staff will be available for further discussion. This report is pre-recorded so that it is compliant with Measure M.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Omar Castro, Water Division Manager, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Oxnard Water Division Virtual Tour URL
2. Presentation

https://www.youtube.com/watch?v=vAI6Wei-pc8

Water Division Virtual Tour

Public Works and Transportation Committee Meeting
July 12, 2022

Omar Castro
Water Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee receive and file the Water Division Virtual Tour Video.

BACKGROUND

- During the peak of the COVID-19 crisis, water staff stopped all tours and educational outreach with our schools and community to help stop the spread of COVID

- During the pandemic, water staff developed and implemented a contactless conservation curbside pickup to help our customers save water and money

- Water staff made a commitment to City Council to develop an educational Water Division Virtual Tour

- The Water Division worked with Searle Creative to create the Water Division Virtual Tour

FINANCIAL IMPACT

There are no financial impact in receiving this report.

Questions?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: July 12, 2022

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Amendments to Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 with Mariposa Landscapes, Inc. for Landscape Maintenance Services within the City's Medians and Parkways. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the:

1. First Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $1,900,000 to $2,415,000 in Region 1;
2. Second Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. increasing the not to exceed amount from $2,125,000 to $2,535,000 in Region 2; and
3. First Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $2,000,0000 to $2,575,000 in Region 3.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Vt2-jbxo7BM

BACKGROUND

After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included contracting the monthly maintenance of the median and parkway landscapes along the City's arterial streets. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

In an effort to provide equal levels of service, the City was divided into three regions with equal amounts of street landscape maintenance in each section. Requests for Proposals (RFPs) were created for each of the three regions and on June 29, 2021, City Council awarded Agreement A-8345 to Mariposa Landscapes, Inc. and Agreements A-8344 and A-8346 to Garcia's Landscaping Maintenance, Inc. Each contractor was the lowest responsive bidder for their awarded Agreement. The total cost for all three Agreements is a not to exceed amount of $6,025,000 for the three year terms ending June 30, 2024.

Since the award of these Agreements, staff has identified areas within the City's responsibility that were not included in the original scope of work. These additional areas are now contained in the scope of work for the Amendments to each Agreement. The Purchasing Division recommends amending each Agreement, as the

changes do not affect the original bid amounts and only change the quantity.

DISCUSSION

These Amendments will continue to bring an equal level of landscape service throughout the City's arterial streets. The maintenance of all shrubs and groundcover will continue to occur monthly and the turf areas will be mowed twice each month.

A benefit of these service Agreements is to allow for park staff to focus on other tasks, outside of the street landscape maintenance, such as park and tree maintenance, resident 311 requests, proactive irrigation checks and repairs, removal of identified landscape material for further water reduction, installation of mulch, sports field preparations, and increasing the level of sidewalk and tree well maintenance.

The following is a summary of the proposed amendments for additional service areas within each Agreement:

Region 1		
Current Agreement	33.3 acres of landscape	7.4 acres of hardscape
Proposed Amendment	**6.0 acres of landscape**	**2.38 acres of hardscape**
New Total	39.3 acres of landscape	9.78 acres of hardscape
Region 2		
Current Agreement	31.7 acres of landscape	10 acres of hardscape
Proposed Amendment	**11.76 acres of landscape**	**.77 acres of hardscape**
New Total	43.46 acres of landscape	10.77 acres of hardscape
Region 3		
Current Agreement	28.97 acres of landscape	9.03 acres of hardscape
Proposed Amendment	**12.34 acres of landscape**	**1.23 acres of hardscape**
New Total	41.31 acres of landscape	10.26 acres of hardscape

Staff recommends amending these contracts as noted above to ensure City-maintained areas in all three Regions are covered under a landscape maintenance contract. This will allow for routine maintenance of these areas while affording staff the opportunity to address other parks landscaping, irrigation, and tree maintenance needs.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The cost for all three Amendments is $1,500,000. Therefore, the new total not to exceed amount for all three Agreements is $7,525,000 for the three-year terms. The FY 2022-23 cost, including Amendments, is $2,468,255 for all three Agreements. The funding is provided through the Measure E 1.5-cent sales tax revenue and is included in the FY 2022-23 Public Works Parks operations budget in the General Fund (accounts 101-5702-805.82-09 and 101-5705-805-82-09).

Prepared by: Kevin Thompson, Parks Manager

ATTACHMENTS

1. Garcia's A -8344 - First Amendment
2. Mariposa A -8345 - Second Amendment
3. Garcia's A -8346 - First Amendment
4. Garcia's A-8344 Original
5. Mariposa A-8345 & A1
6. Garcia's A-8346
7. Presentation

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement, is hereby amended to state: "Services: Landscape Maintenance located in Medians and Parkways within Region 1."

2. Section 4 of the Cover Page of the Agreement, is hereby amended to state: "Schedule of Services: Monthly Landscape Maintenance in Medians and Parkways; twice monthly mowing in Parkways within Region 1 of Location Map which is attached hereto and incorporated herein."

3. Section 6 of the Cover Page of the Agreement, is hereby amended to state: "Total Agreement Amount: $2,415,000.00"

4. The reference to the "Rates and Cost Exhibit" everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to "Rates and Cost Exhibit-June2022." The "Rates and Cost Exhibit" is hereby disincorporated; instead, the "Rates and Cost Exhibit-June 2022" is attached hereto and incorporated herein by this reference.

5. The reference to the "Region 1 Work Detail" maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the attached "Region 1 Work Detail as of June 2022" Exhibit. The attached "Region 1 Work Detail as of June 2022" Exhibit is attached hereto and incorporated herein by this reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

_____ _____
☐John C. Zaragoza, Mayor[1] Date
☐Alexander Nguyen, City Manager
☐ _____,Purchasing Manager
☐ _____,Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Date
Attorney (always required)

GARCIA'S LANDSCAPING MAINTENANCE, INC.

_____ _____
Pablo Garcia, President[2] Date

_____ _____
Tenley Garcia, Secretary Date

1

2

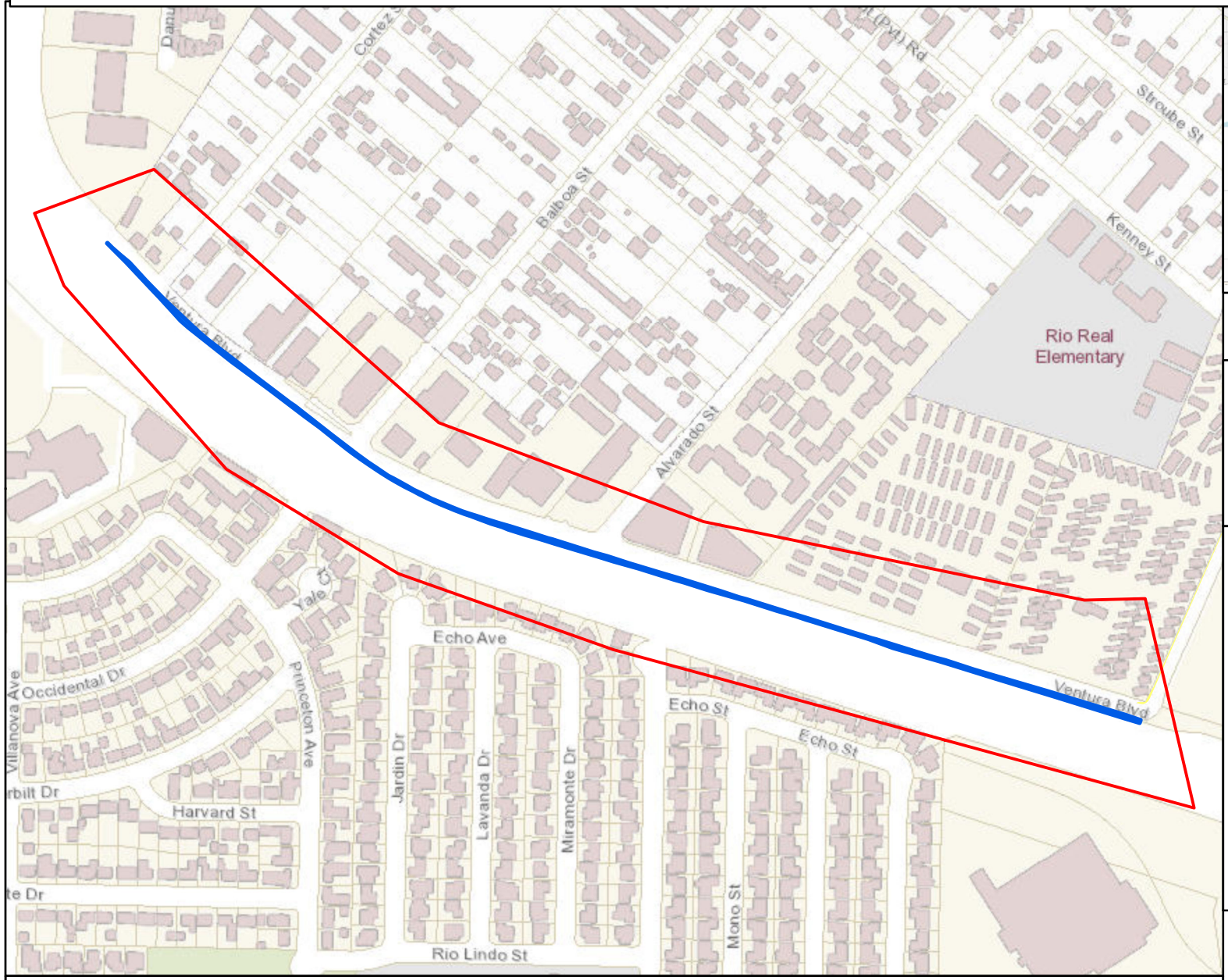
RATES AND COSTS EXHIBIT- JUNE 2022

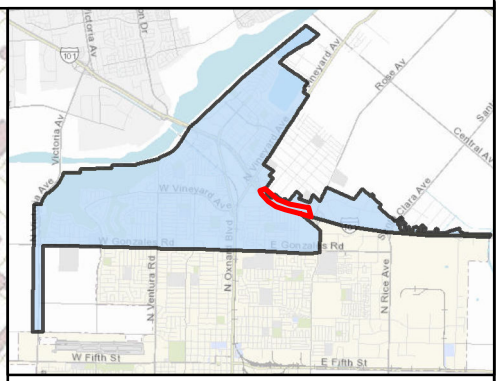
The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians located with Region 1

	Monthly Cost
Twice Monthly Service Region 1 Areas	$69,310
Non-Selective herbicide applicate	$225/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

REGION 1 WORK DETAIL AS OF JUNE 2022

REGION 1 WORK DETAIL: PAGE 1 OF 17, AUTO CENTER/VENTURA BLVD 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,561.23 SQ FT
~0.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 Feet

N

CITY OF OXNARD CALIFORNIA

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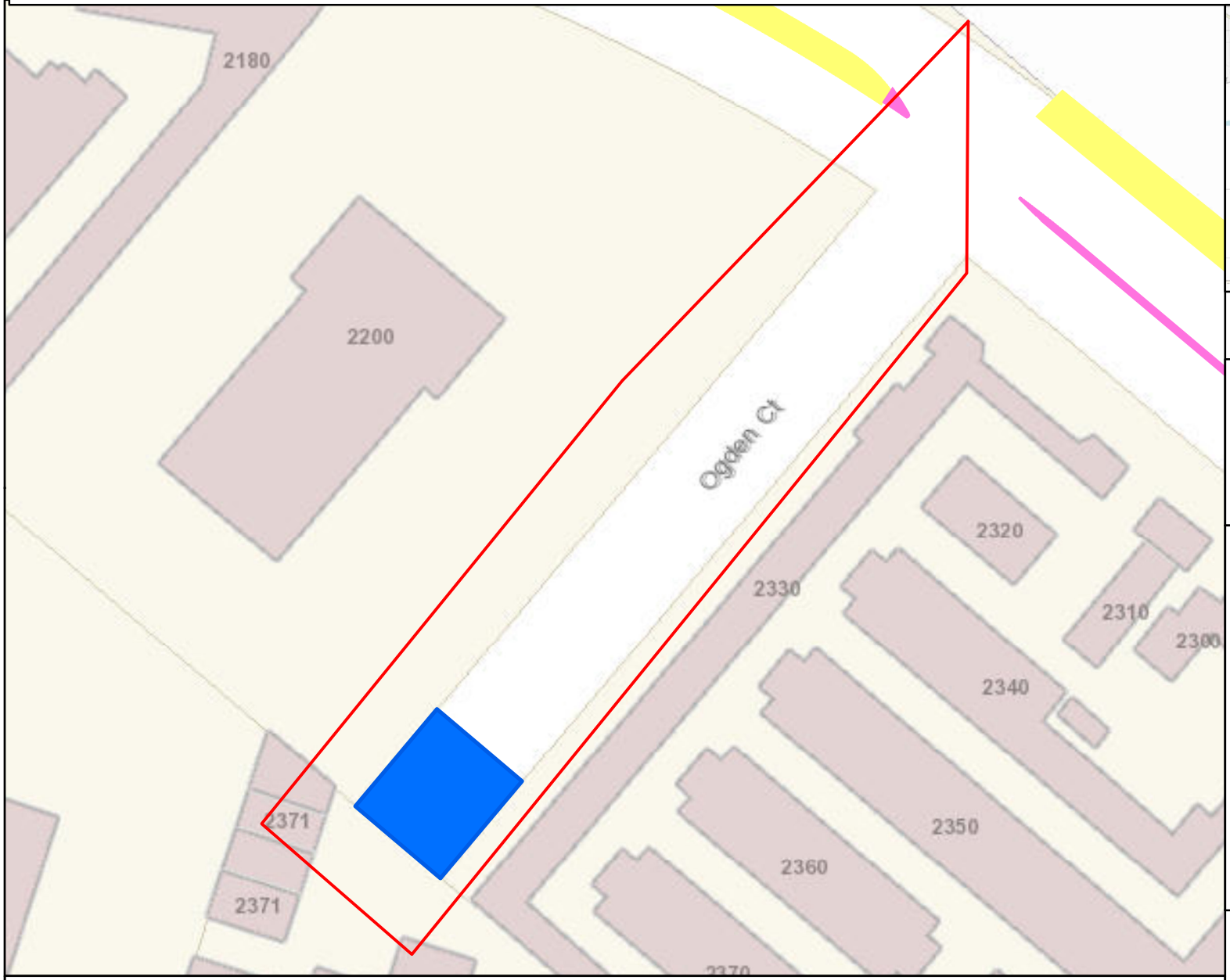
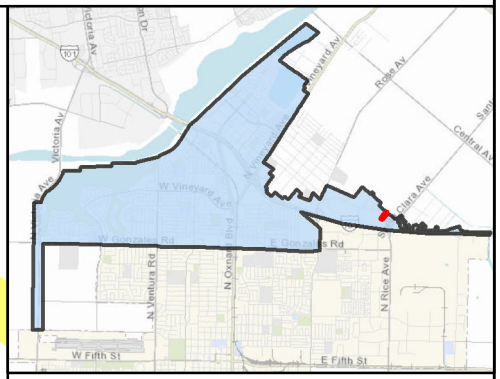
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 2 OF 17, AUTO CENTER/VENTURA BLVD 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,098.85 SQ FT
~0.09 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 Feet

N

CITY OF OXNARD CALIFORNIA

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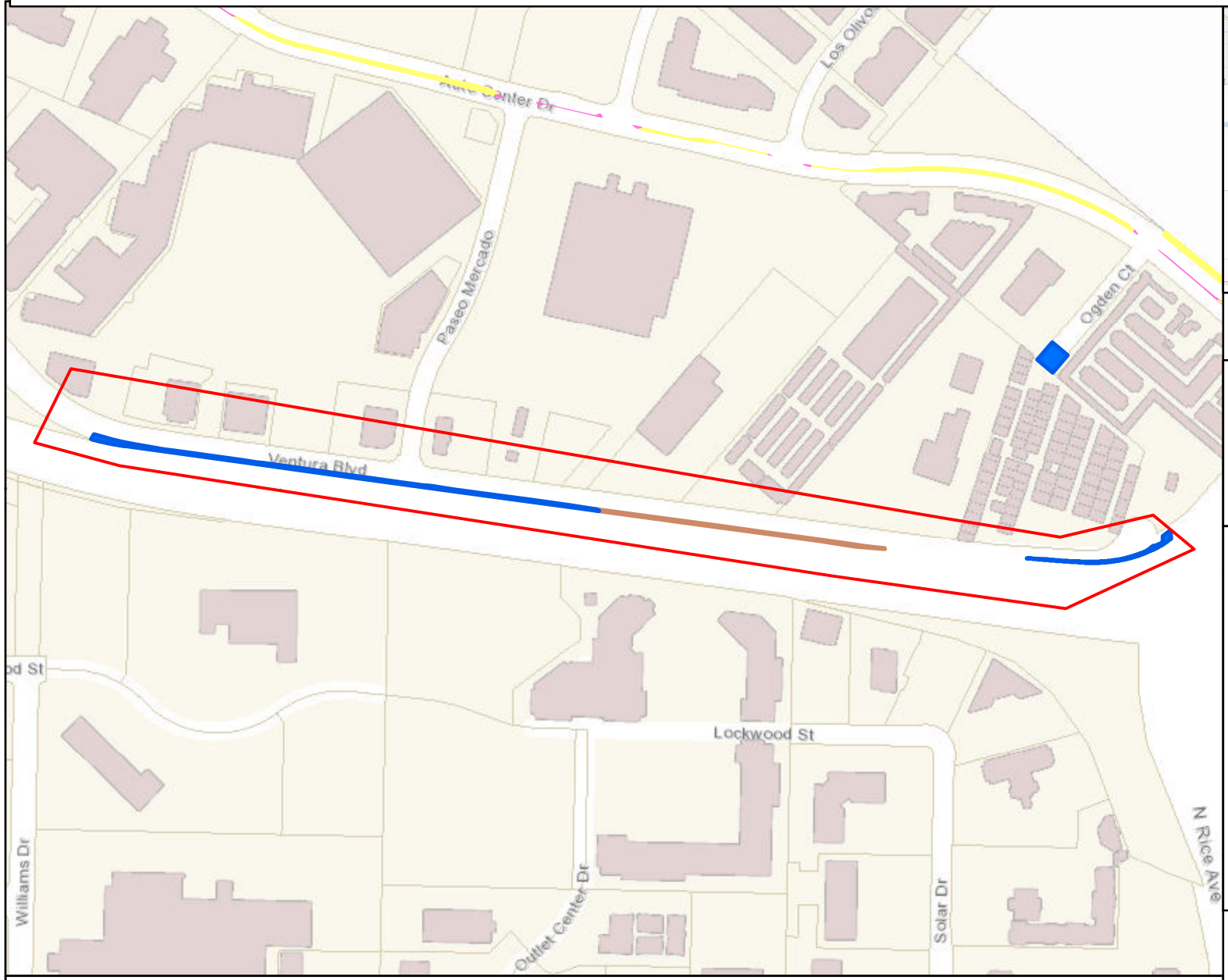
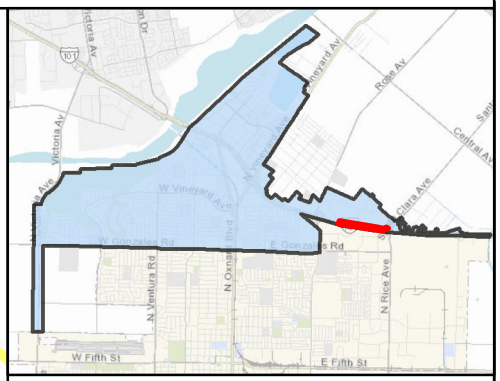
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 3 OF 17, AUTO CENTER/VENTURA BLVD 5





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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~12,731.51 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,234.04 SQ FT
~0.1 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 Feet

N

CITY OF OXNARD CALIFORNIA

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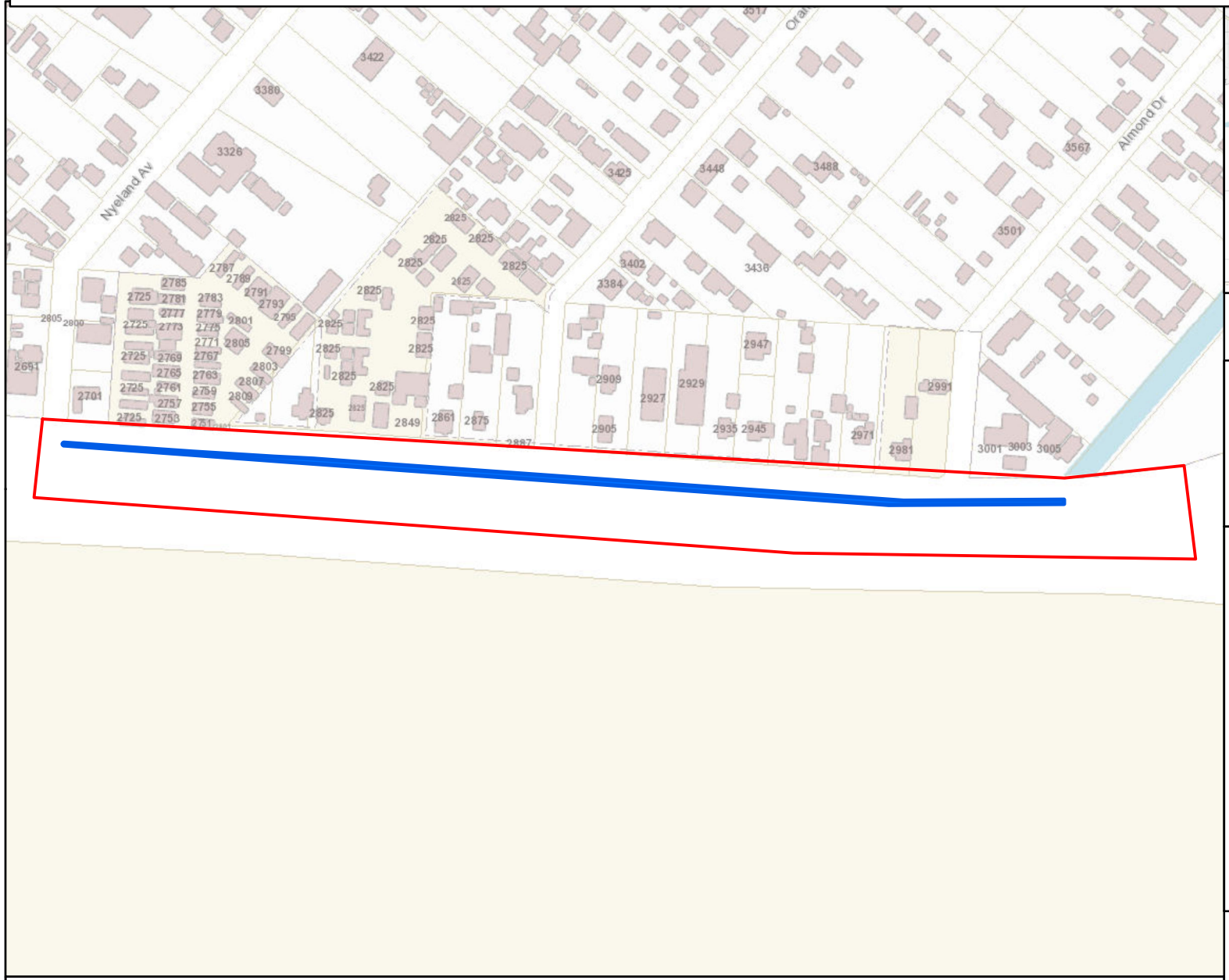
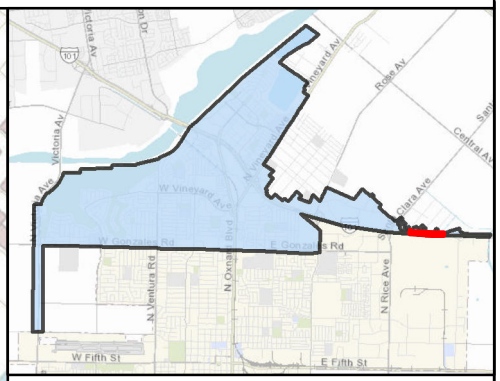
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 4 OF 17, AUTO CENTER/VENTURA BLVD 6





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~18,214.43 SQ FT
~0.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 Feet

N

CITY OF OXNARD CALIFORNIA

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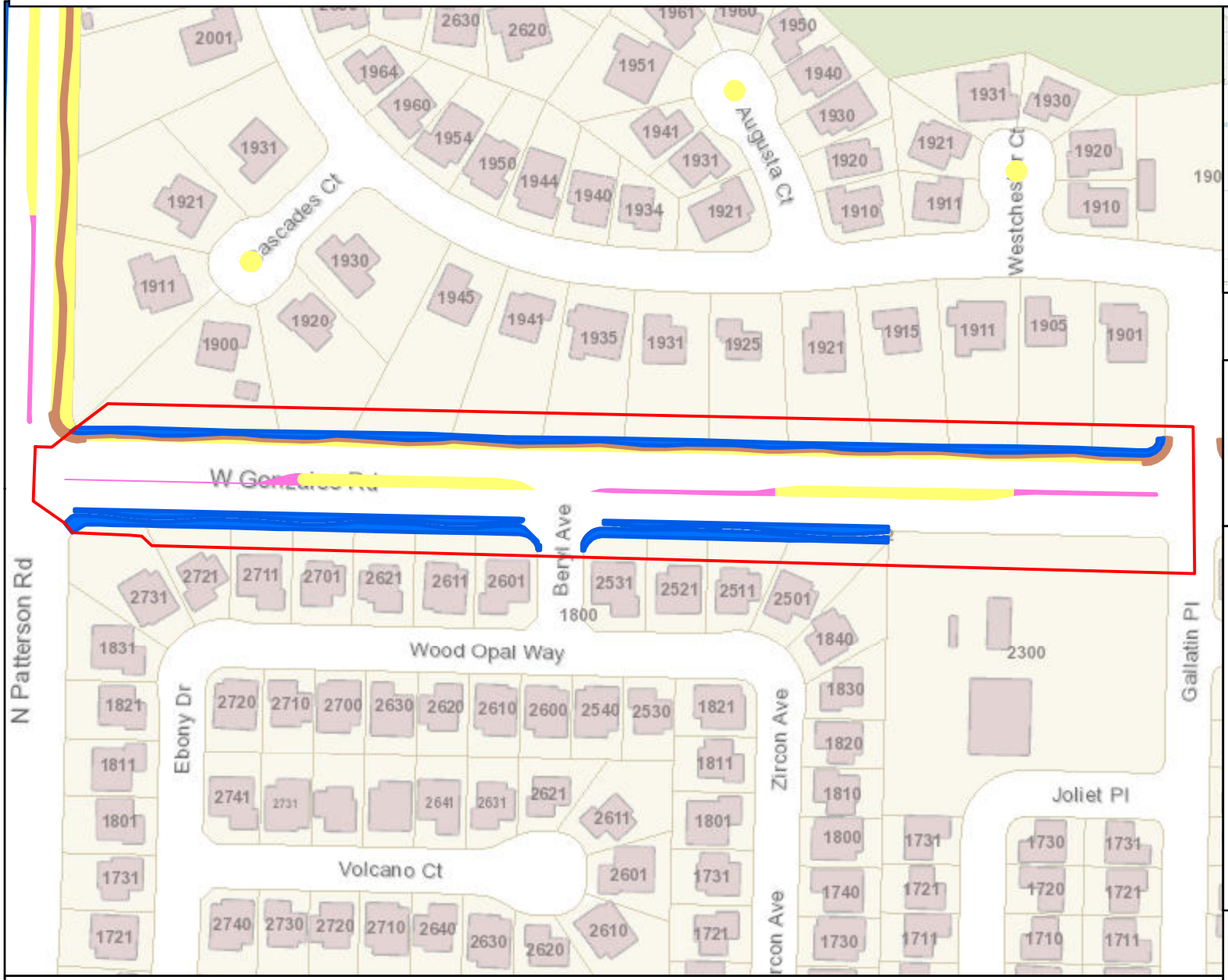
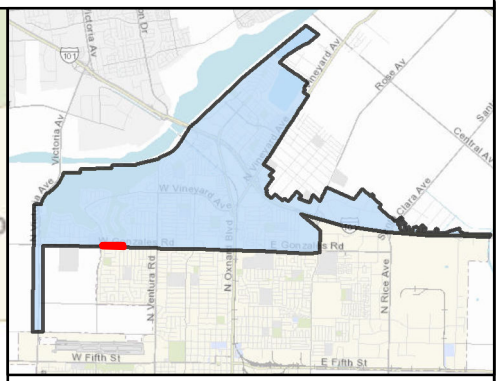
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 5 OF 17, GONZALES 03





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~25,040.02 SQ FT
~0.57 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,706.48 SQ FT
~0.18 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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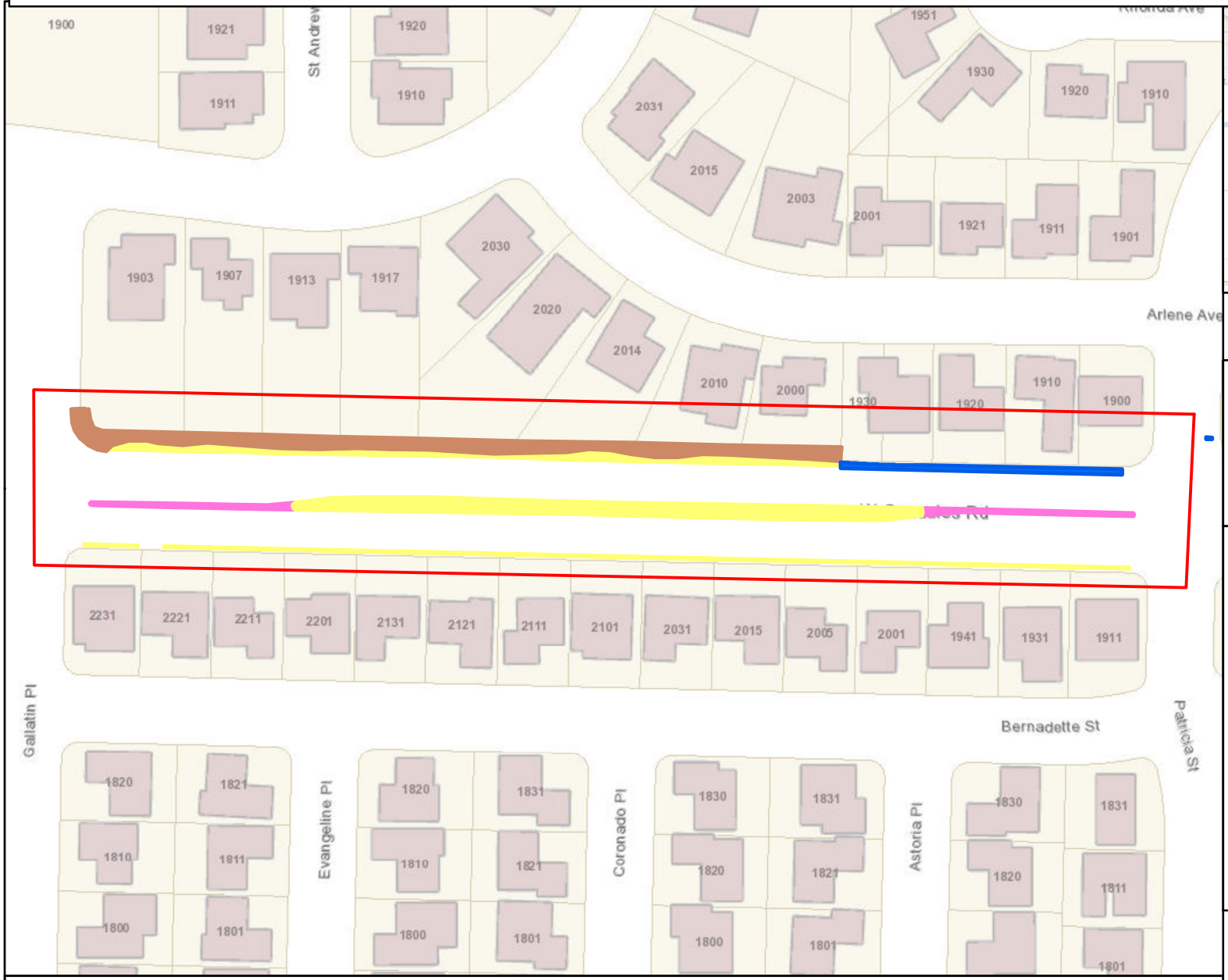
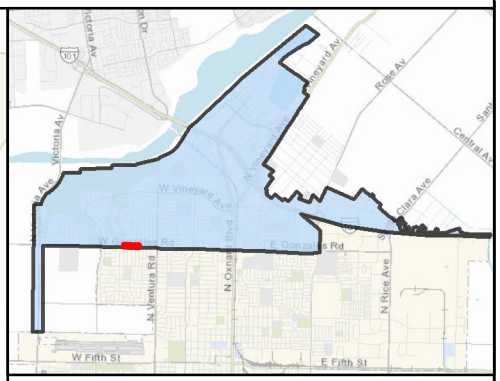
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 6 OF 17, GONZALES 04





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,192.45 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,411.51 SQ FT
~0.17 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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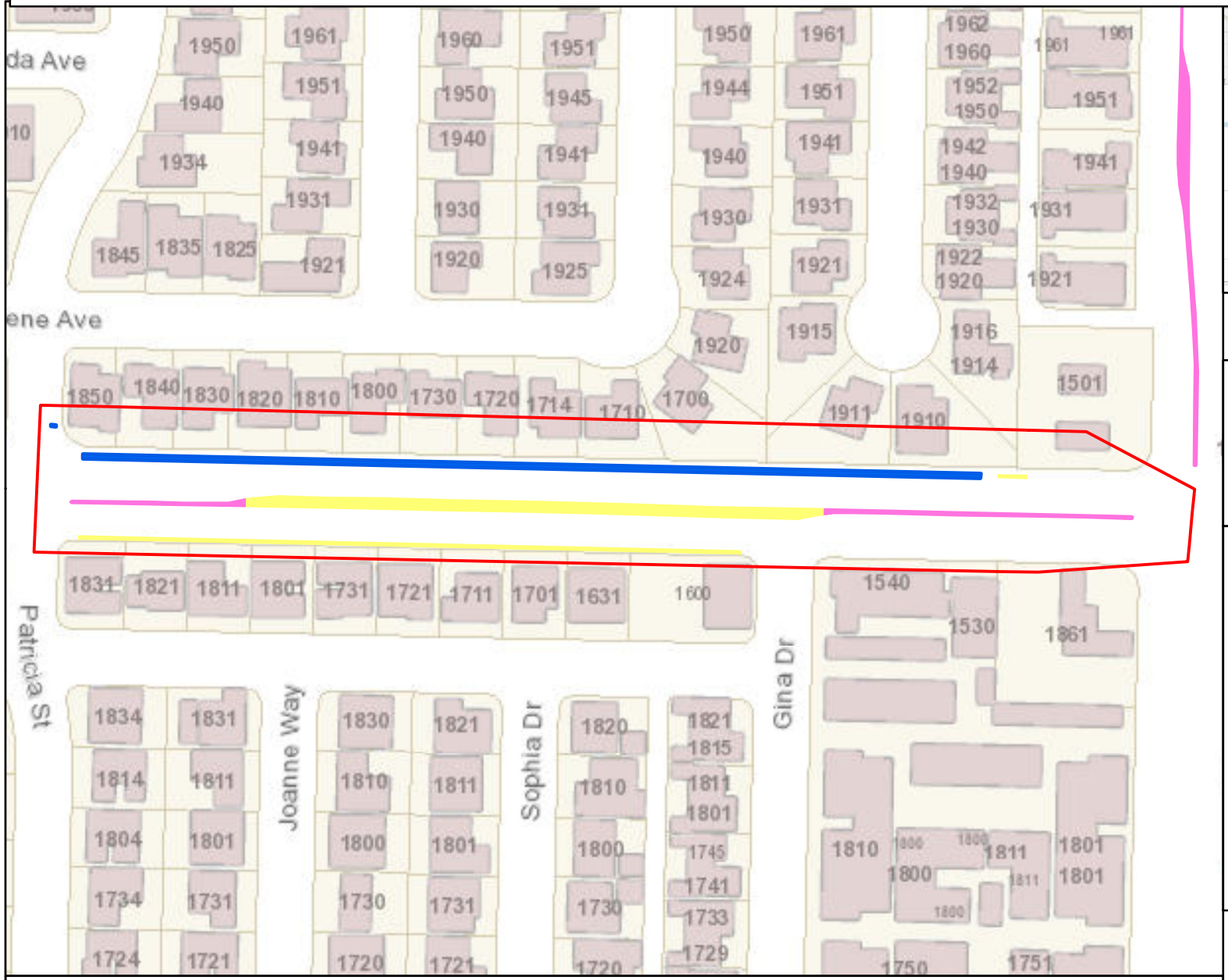
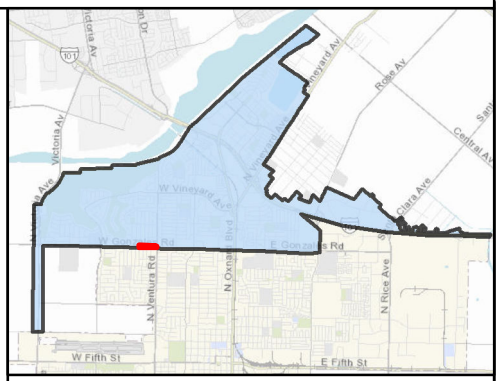
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 7 OF 17, GONZALES 05





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,248.44 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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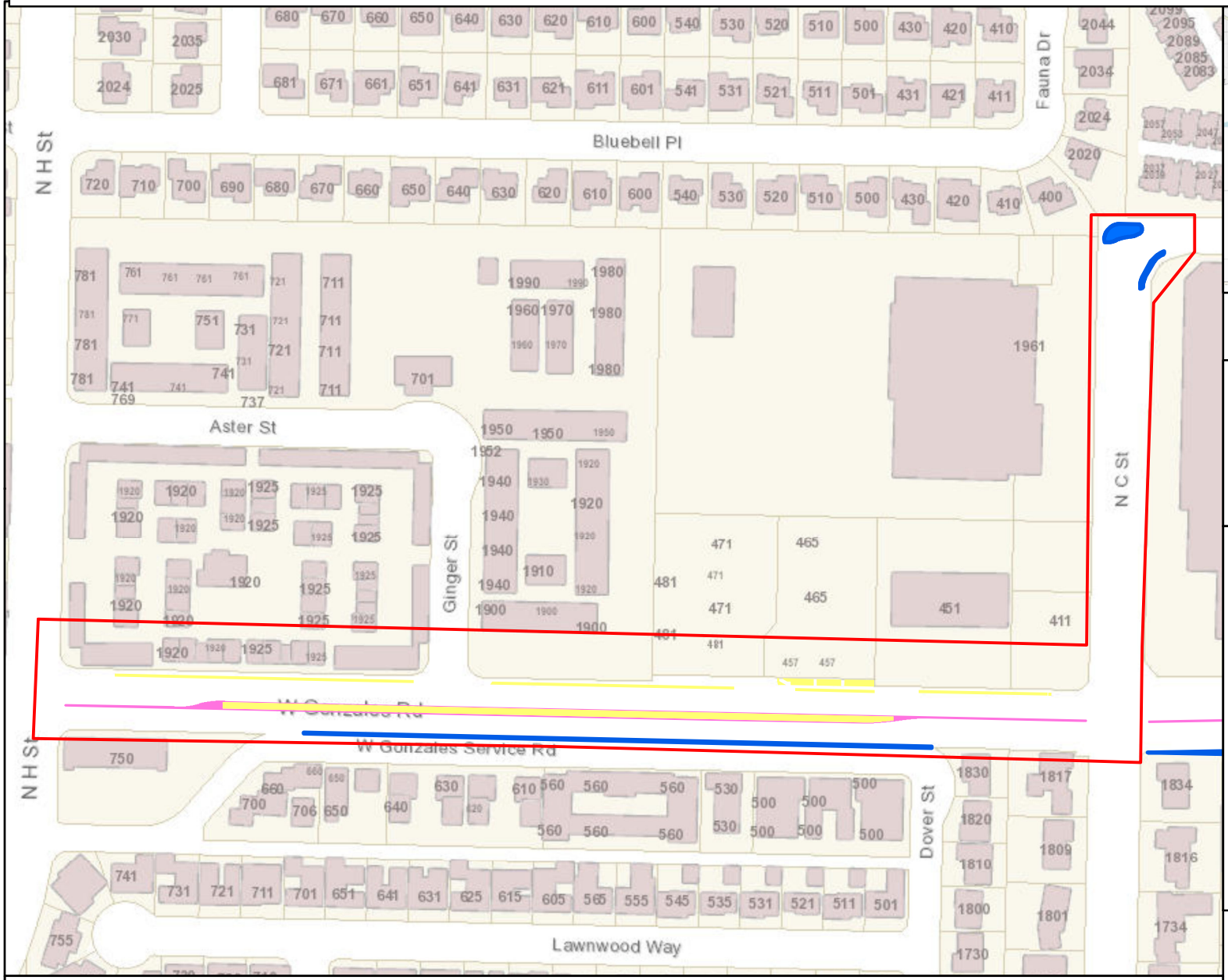
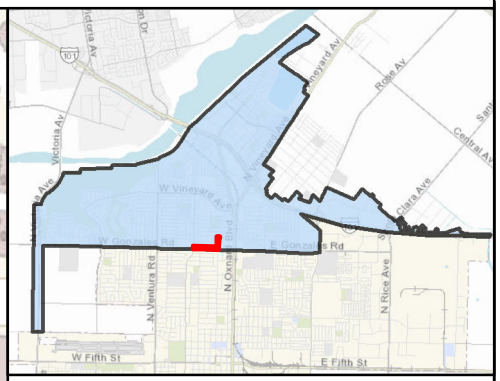
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 8 OF 17, GONZALES 08





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,195.9 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 Feet

N

CITY OF OXNARD CALIFORNIA

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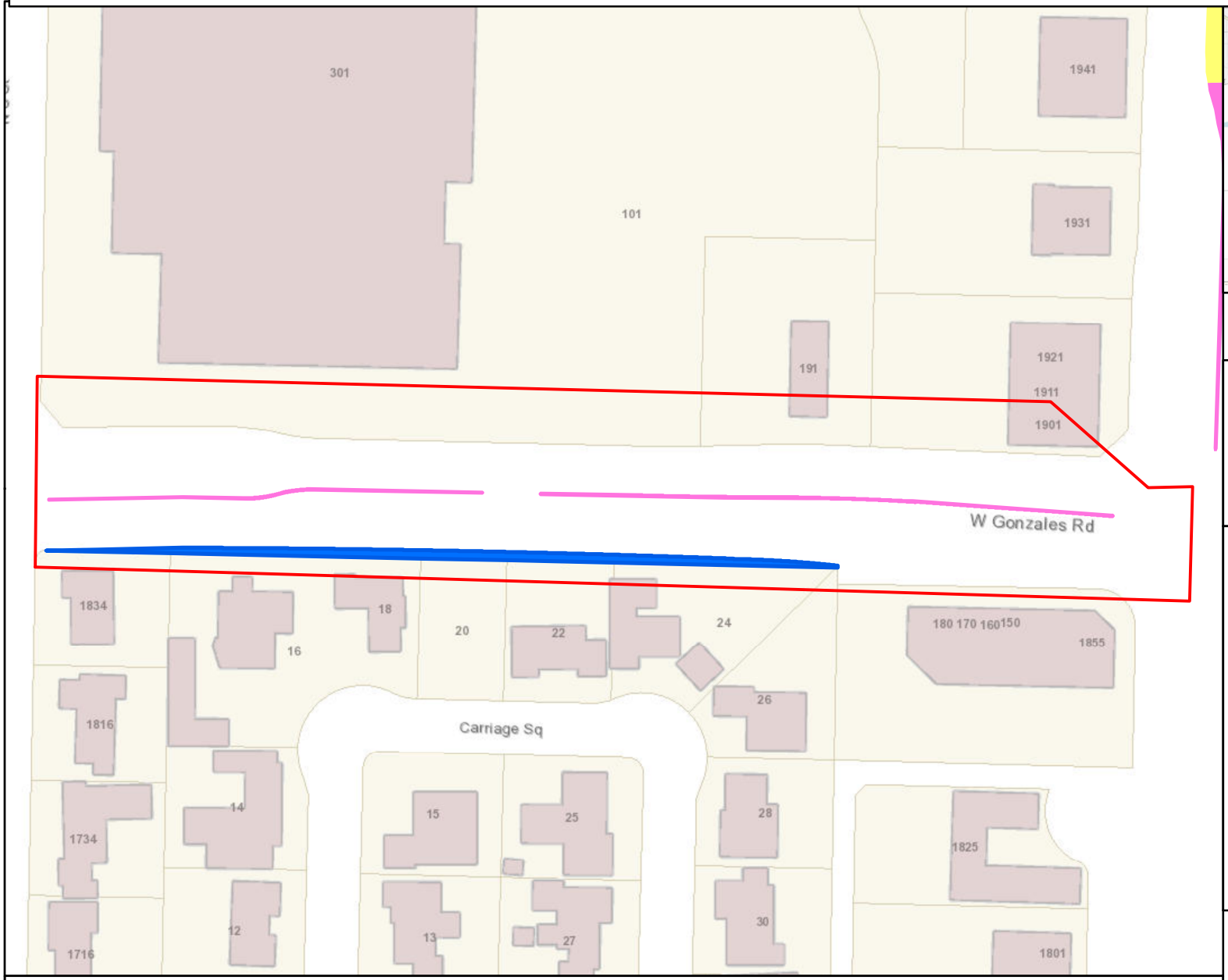
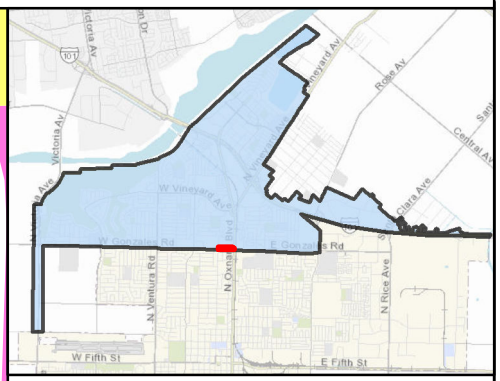
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 9 OF 17, GONZALES 09





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,266.01 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 Feet

N

CITY OF OXNARD CALIFORNIA

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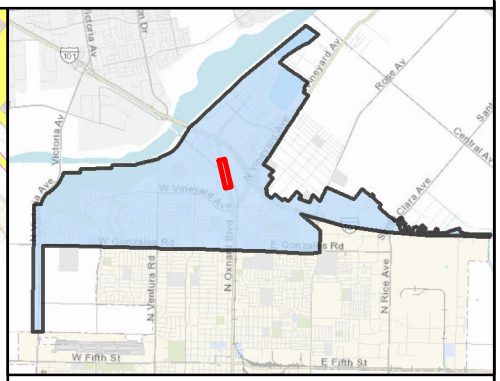
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 10 OF 17, OXNARD BL 2



MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,160.42 SQ FT
~0.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~29,054.9 SQ FT
~0.67 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 Feet

N

CITY OF OXNARD CALIFORNIA

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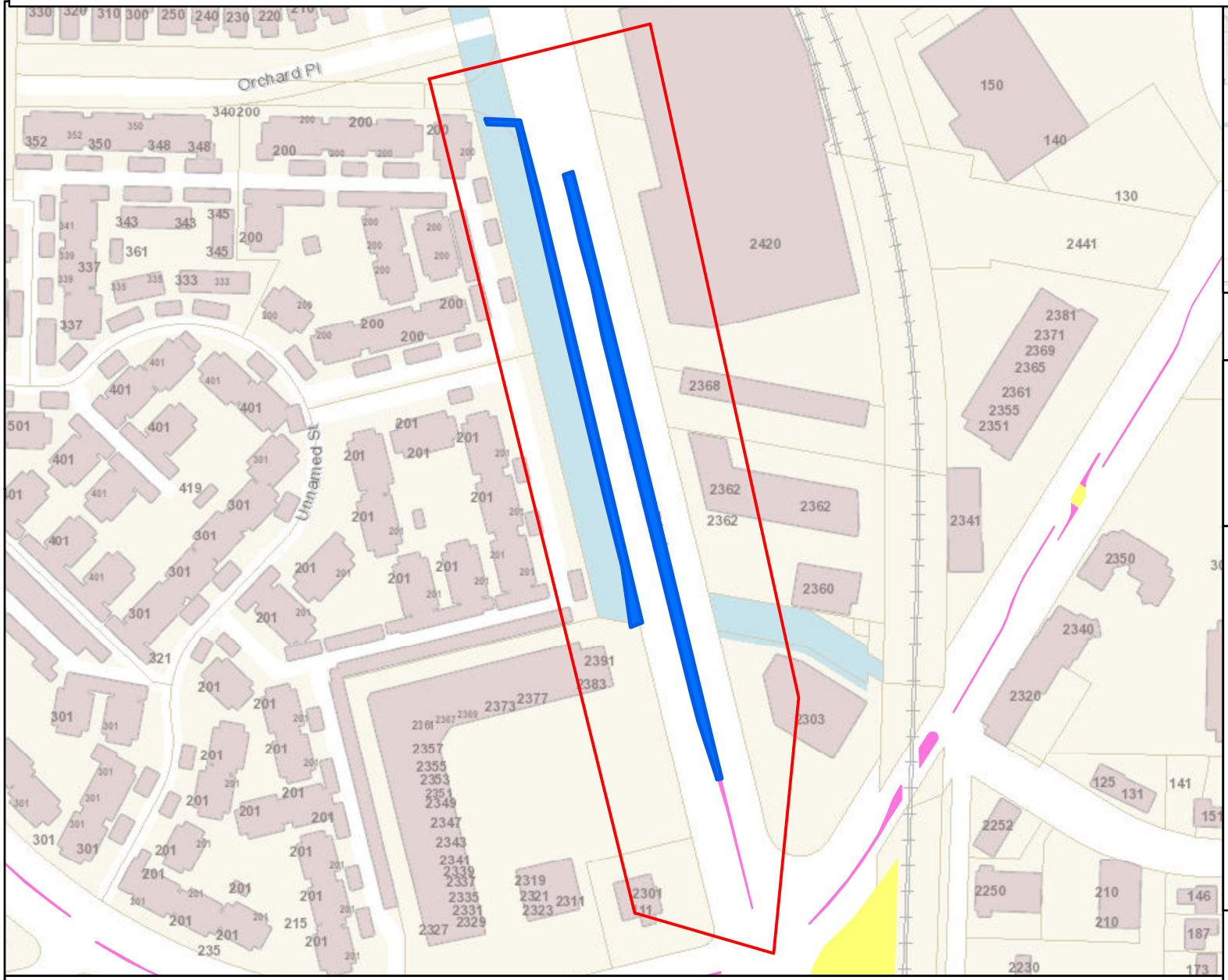
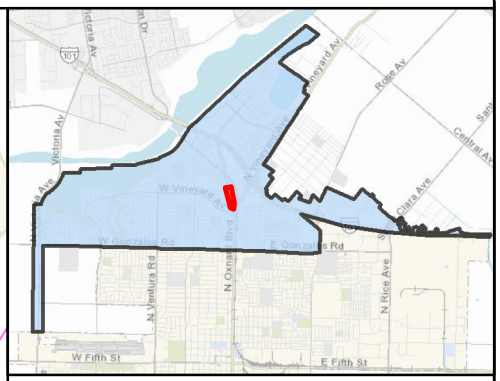
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 11 OF 17, OXNARD BL 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,549.49 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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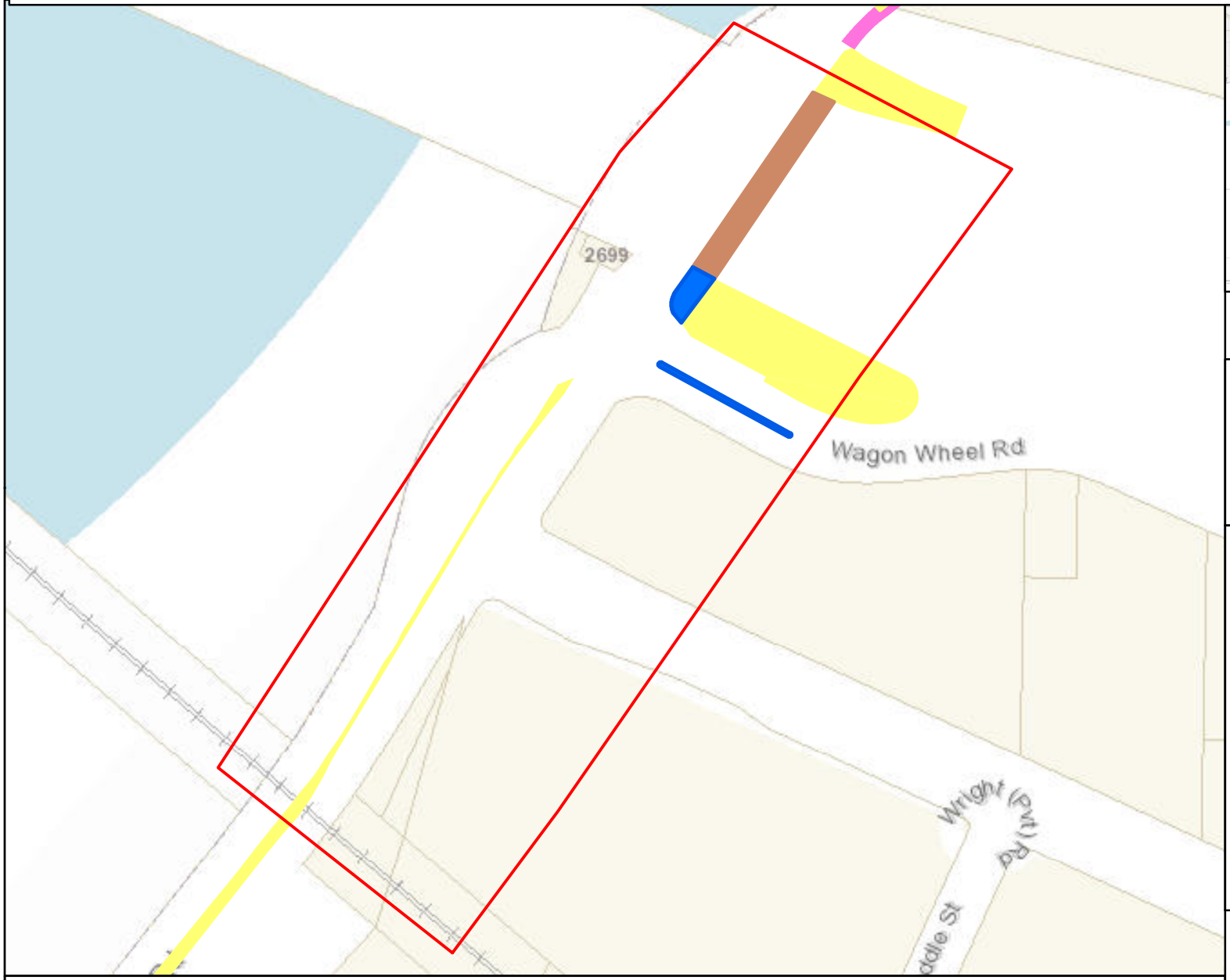
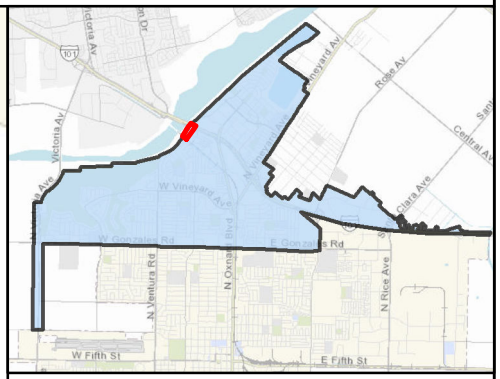
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 12 OF 17, VENTURA 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,368.43 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,583.68 SQ FT
~0.15 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

N

CITY OF OXNARD CALIFORNIA

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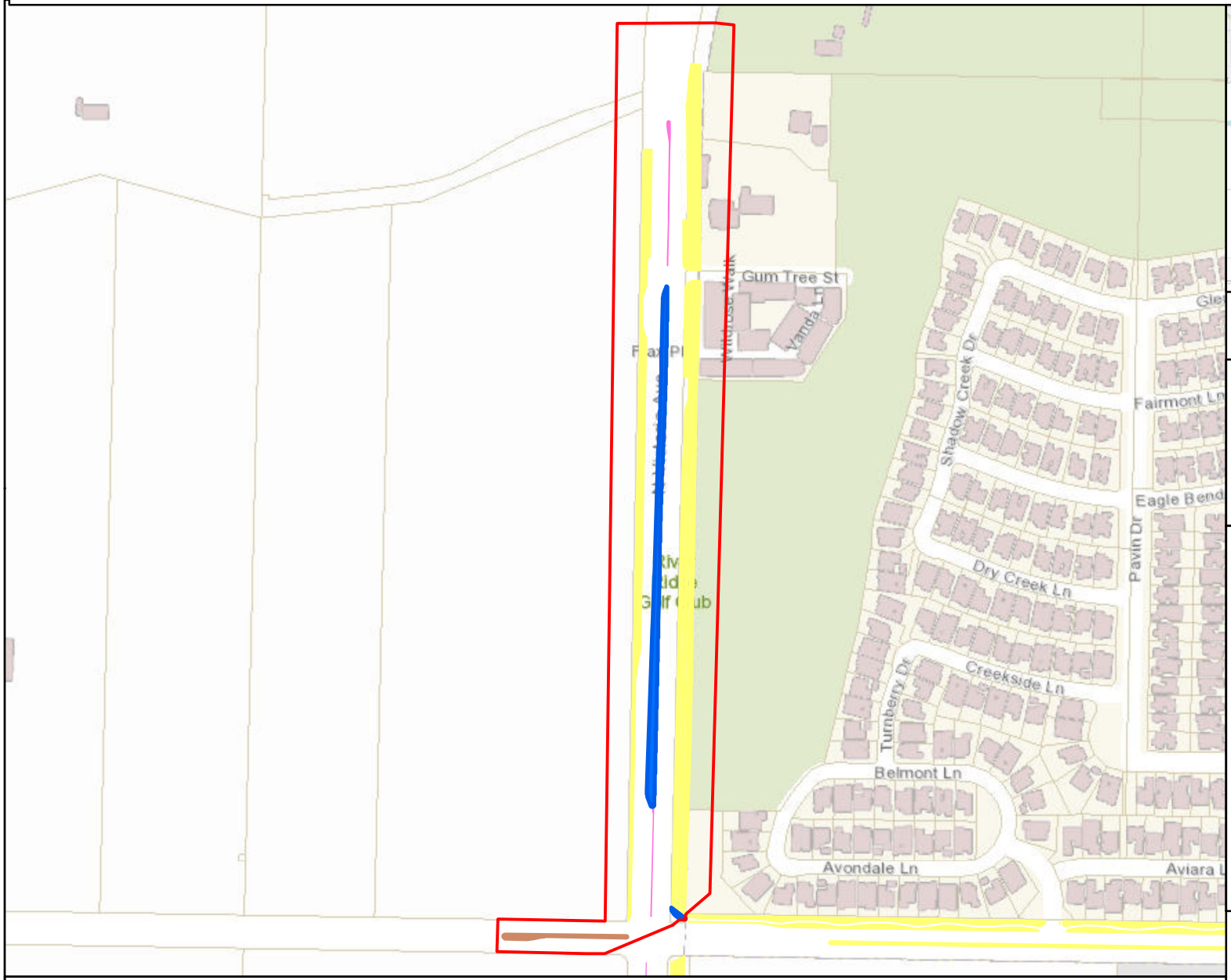
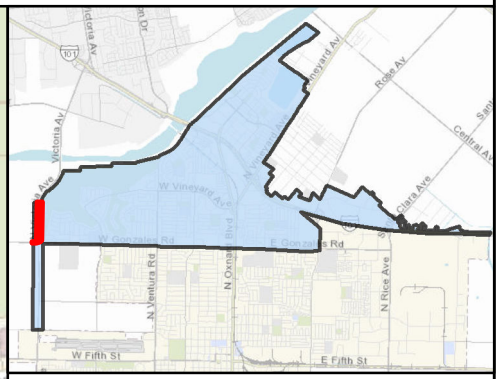
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 13 OF 17, VICTORIA 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,136.43 SQ FT
~0.6 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,353.37 SQ FT
~0.05 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 Feet

N

CITY OF OXNARD CALIFORNIA

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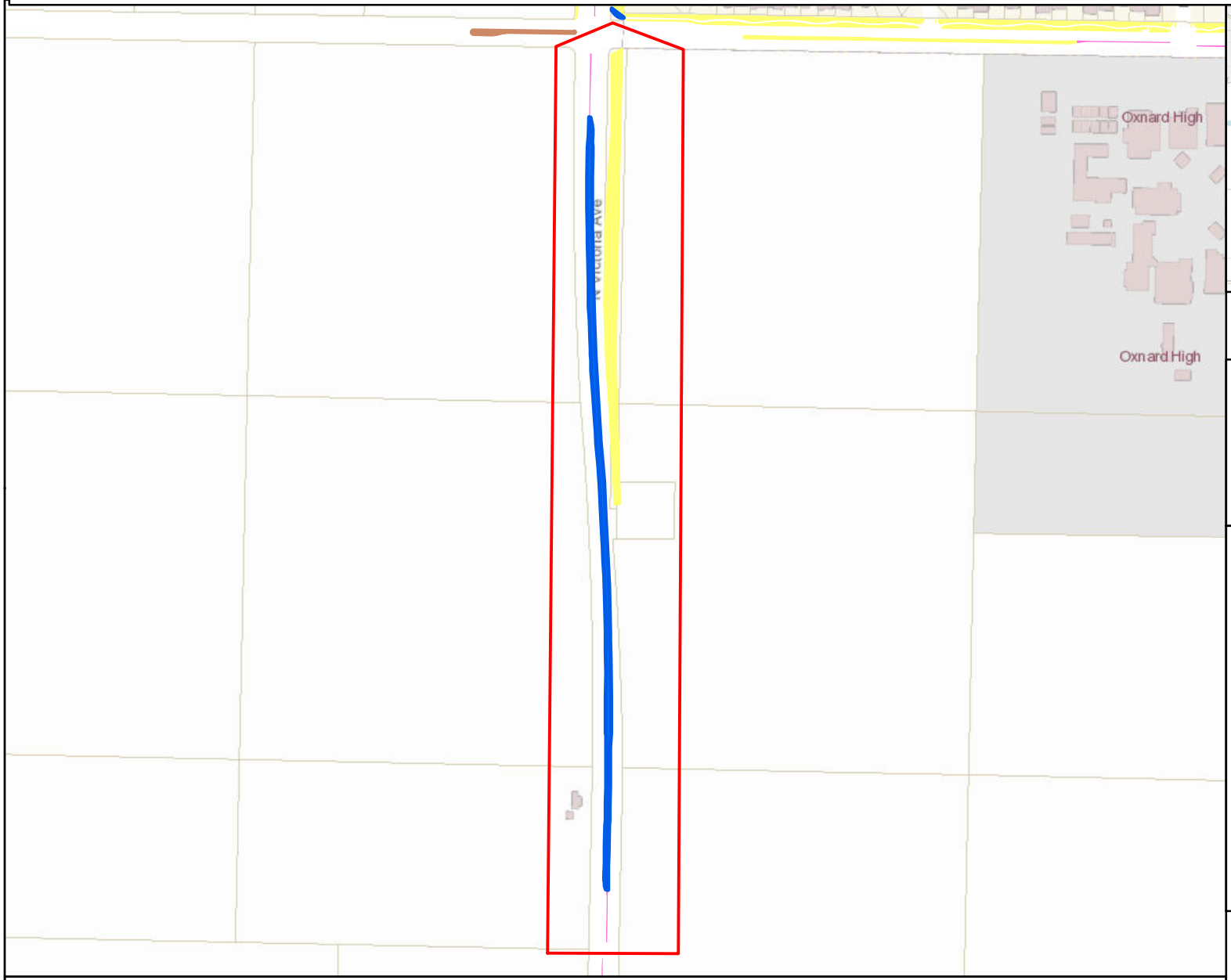
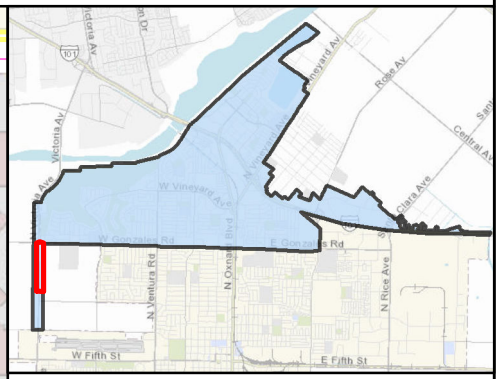
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 14 OF 17, VICTORIA 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~46,940.5 SQ FT
~1.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 3600 3800 4000 4200 Feet

N

CITY OF OXNARD CALIFORNIA

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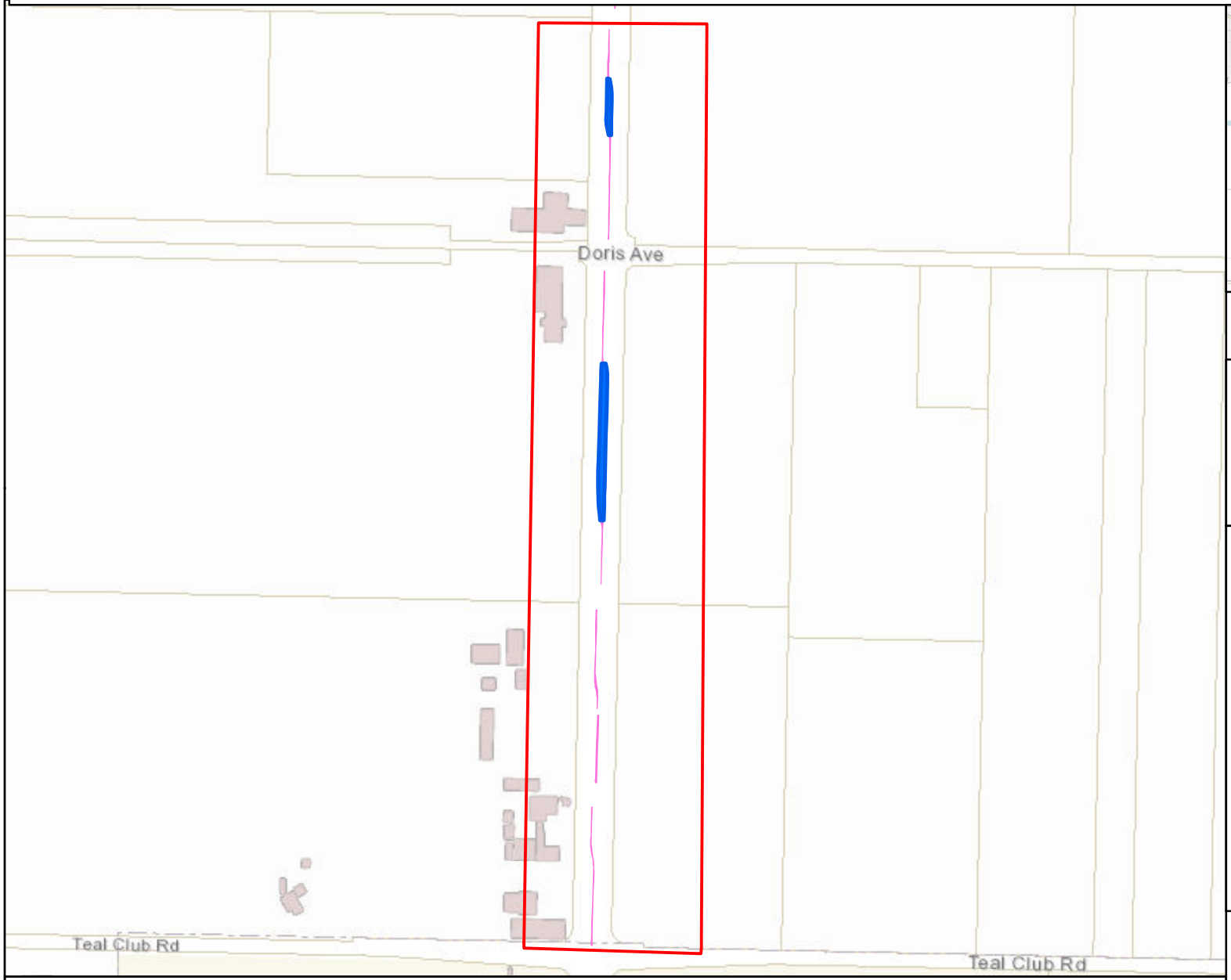
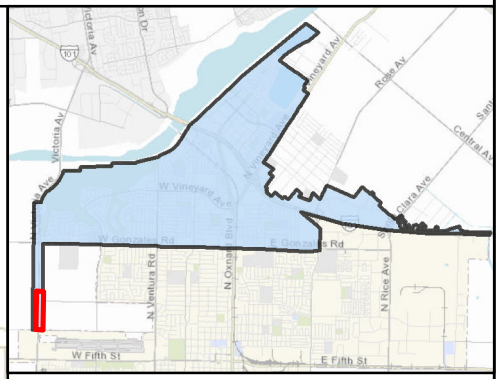
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 15 OF 17, VICTORIA 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,757.07 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 Feet

N

Work extent on this map
Landscape to bid on
Hardscape to bid on
Other Landscape
Other Hardscape

CITY OF OXNARD CALIFORNIA

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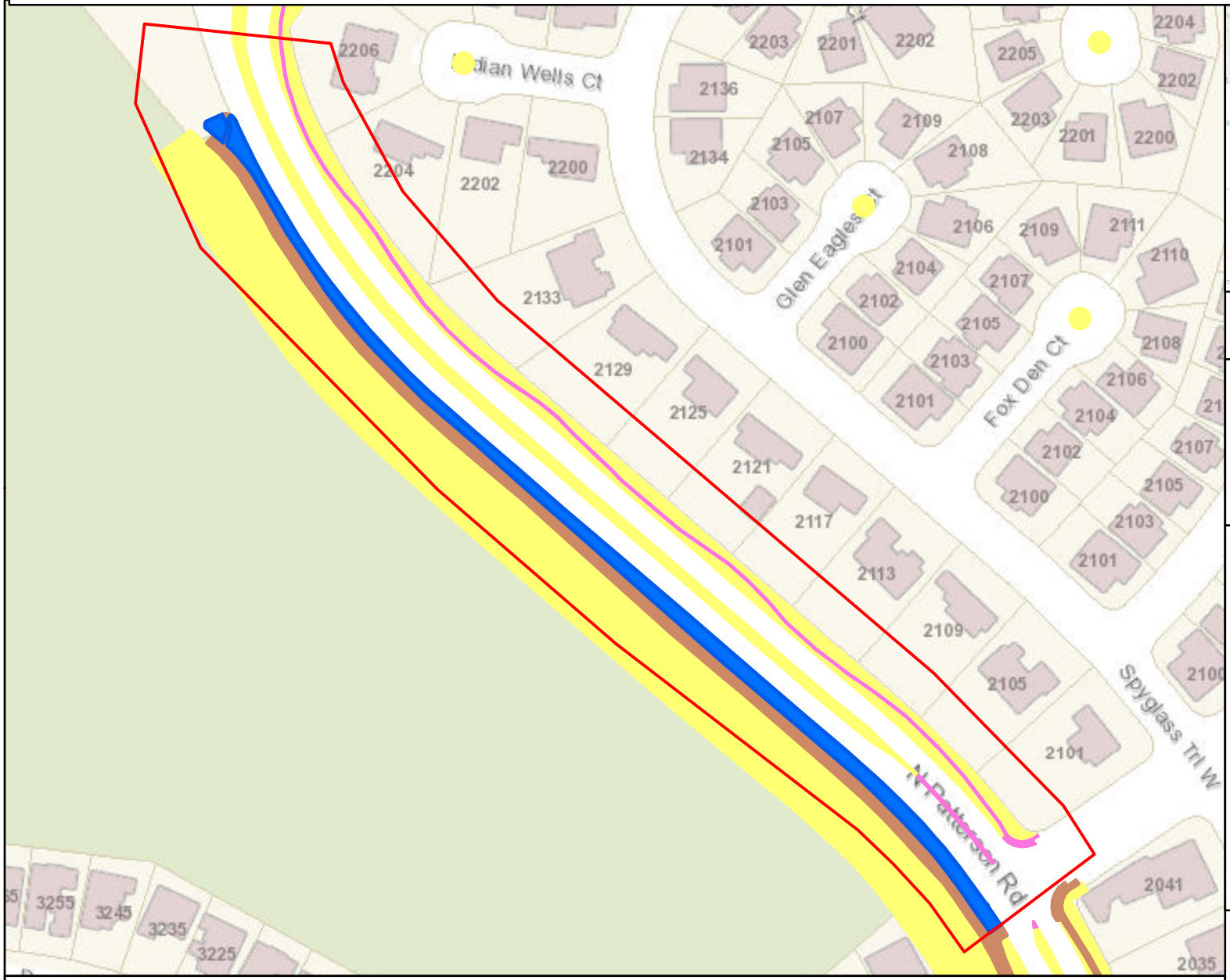
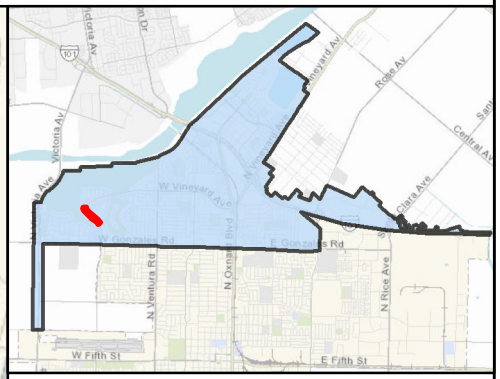
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 16 OF 17, VINEYARD 6





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,497.1 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,782.36 SQ FT
~0.48 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 Feet

N

CITY OF OXNARD CALIFORNIA

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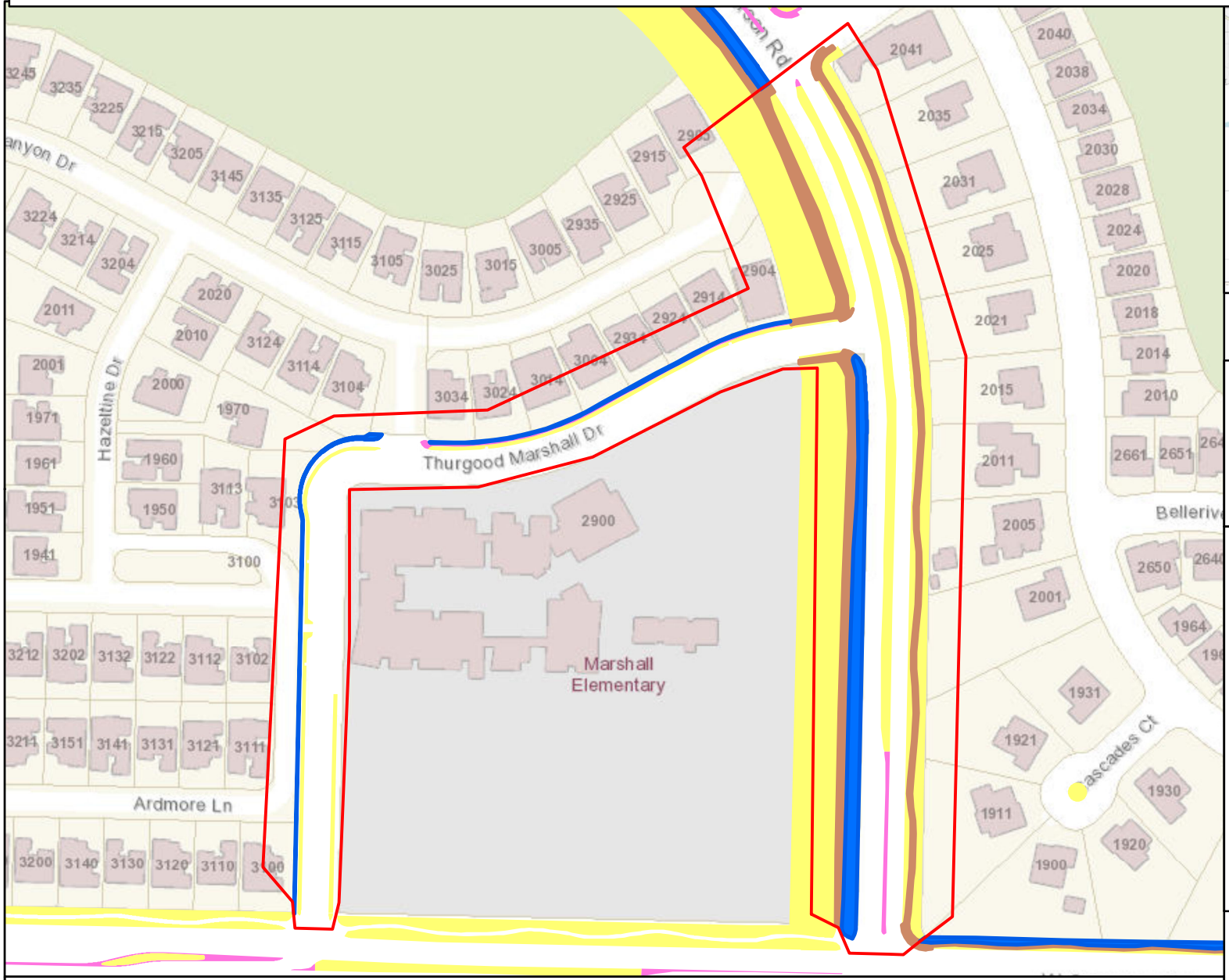
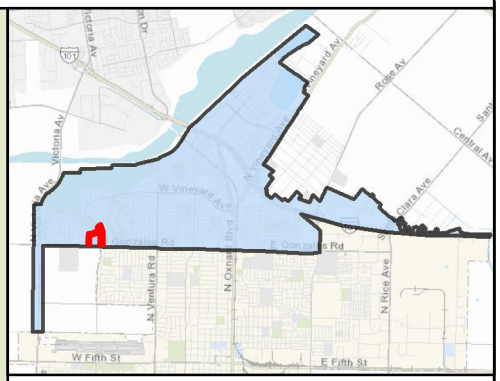
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 17 OF 17, VINEYARD 7/ THURGOOD MARSHALL





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,424 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~25,731.76 SQ FT
~0.59 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 Feet

N

CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor. The Agreement previously has been amended on October 21, 2021, by a First Amendment,

City and Vendor agree as follows:

1. In Section 3 of the Cover Page of the Agreement, is hereby amended to state: "Services: Landscape Maintenance located in Medians and Parkways within Region 2."

2. Section 4 of the Cover Page of the Agreement, is hereby amended to state: "Schedule of Services: Monthly Landscape Maintenance in Medians and Parkways; twice monthly mowing in Parkways within Region 2 of Location Map which is attached hereto and incorporated herein."

3. In Section 6 of the Cover Page of the Agreement, is hereby amended to state: "Total Agreement Amount: $2,535,000.00"

4. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the with Rates and Cost Exhibit-June 2022. The Rates and Cost Exhibit is hereby disincorporated; instead, the Rates and Cost Exhibit-March 2022 is attached hereto and incorporated herein by this reference.

5. The reference to the Region 2 Work Detail maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the attached Region 2 Work Detail as of June 2022. Exhibit. The attached Region 2 Work Detail as of June 2022. Exhibit is attached hereto and incorporated herein by this reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

_____ _____
☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ _____, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Date
Attorney (always required)

MARIPOSA LANDSCAPES, INC.

_____ _____
Terry Noriega, President[2] Date

_____ _____
Antonio Valenzuela, Secretary Date

1

2

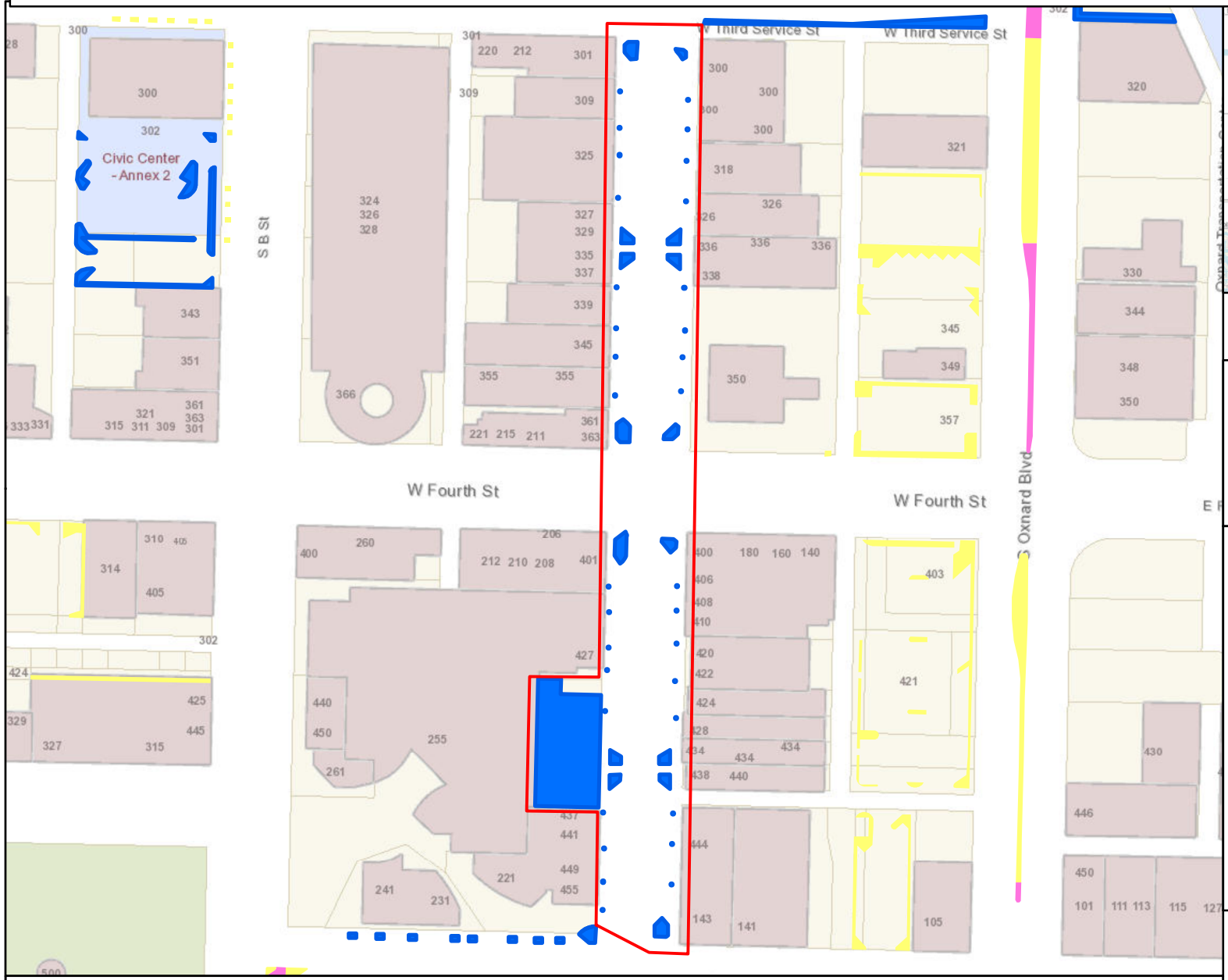
RATES AND COSTS EXHIBIT- JUNE 2022

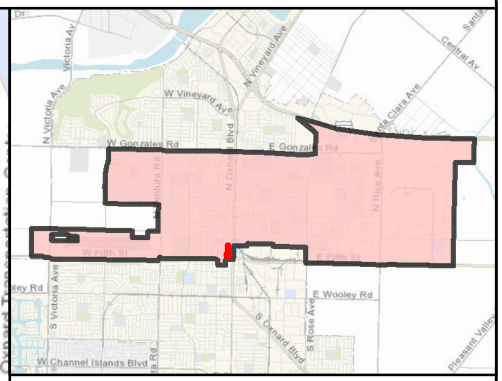
The Vendor shall provide monthly landscape maintenance services and twice monthly lawn mowing services within the City's Landscape Medians located with Region 2

	Monthly Cost
Twice Monthly Service Region 2 Areas	$71,807.72
Non-Selective herbicide applicate	$1,800/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

REGION 2 WORK DETAIL
AS OF June 2022

REGION 2 WORK DETAIL: PAGE 1 OF 22, A ST NORTH 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,319.13 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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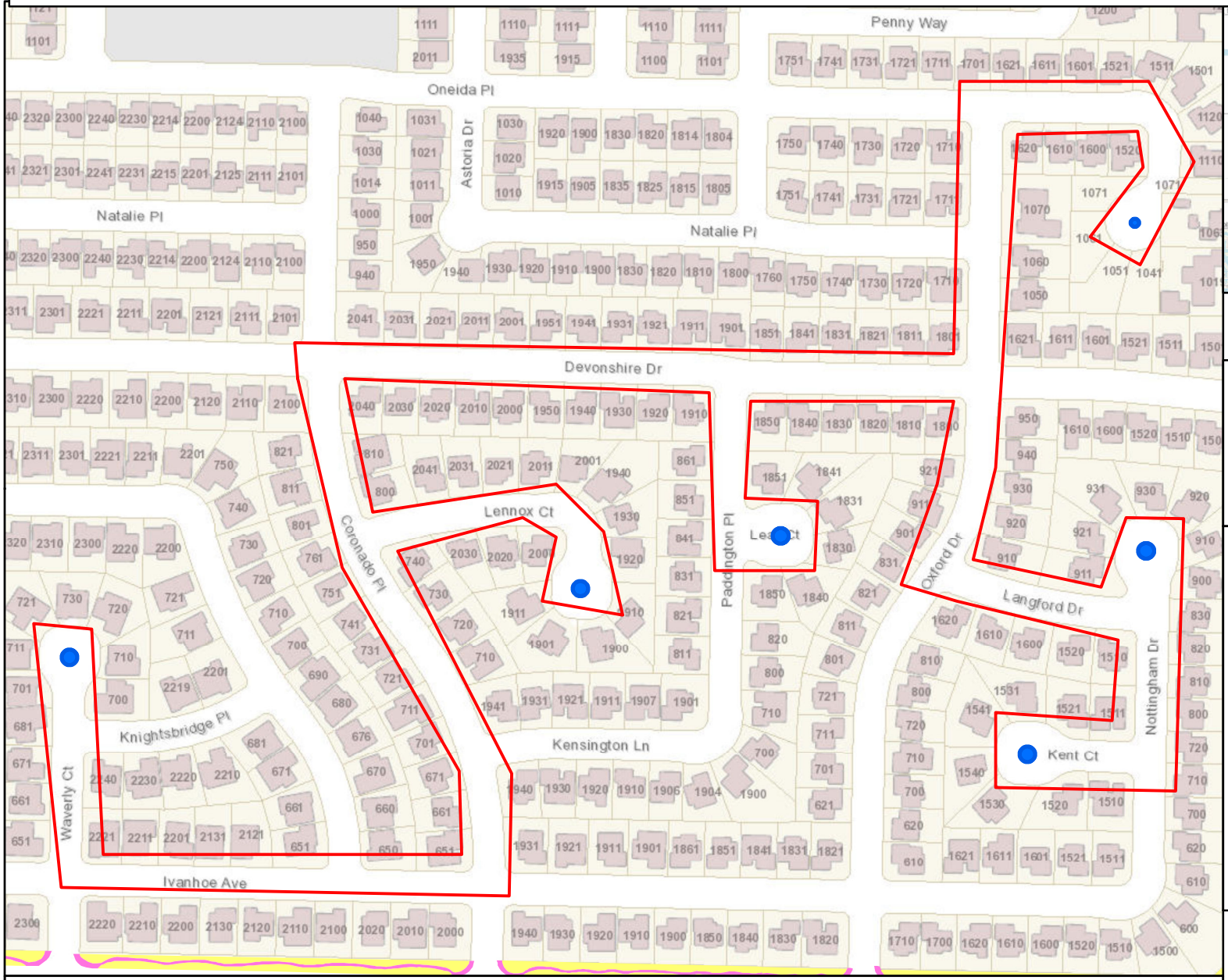
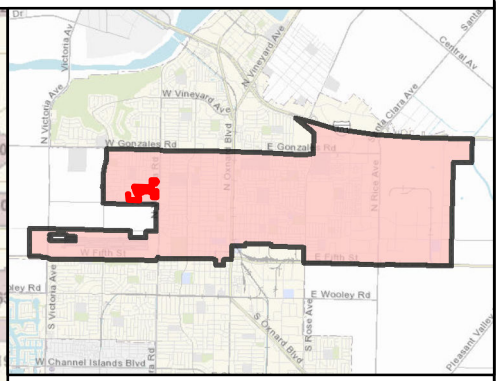
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 2 OF 22, CABRILLO 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,492.18 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 Feet

N

CITY OF OXNARD CALIFORNIA

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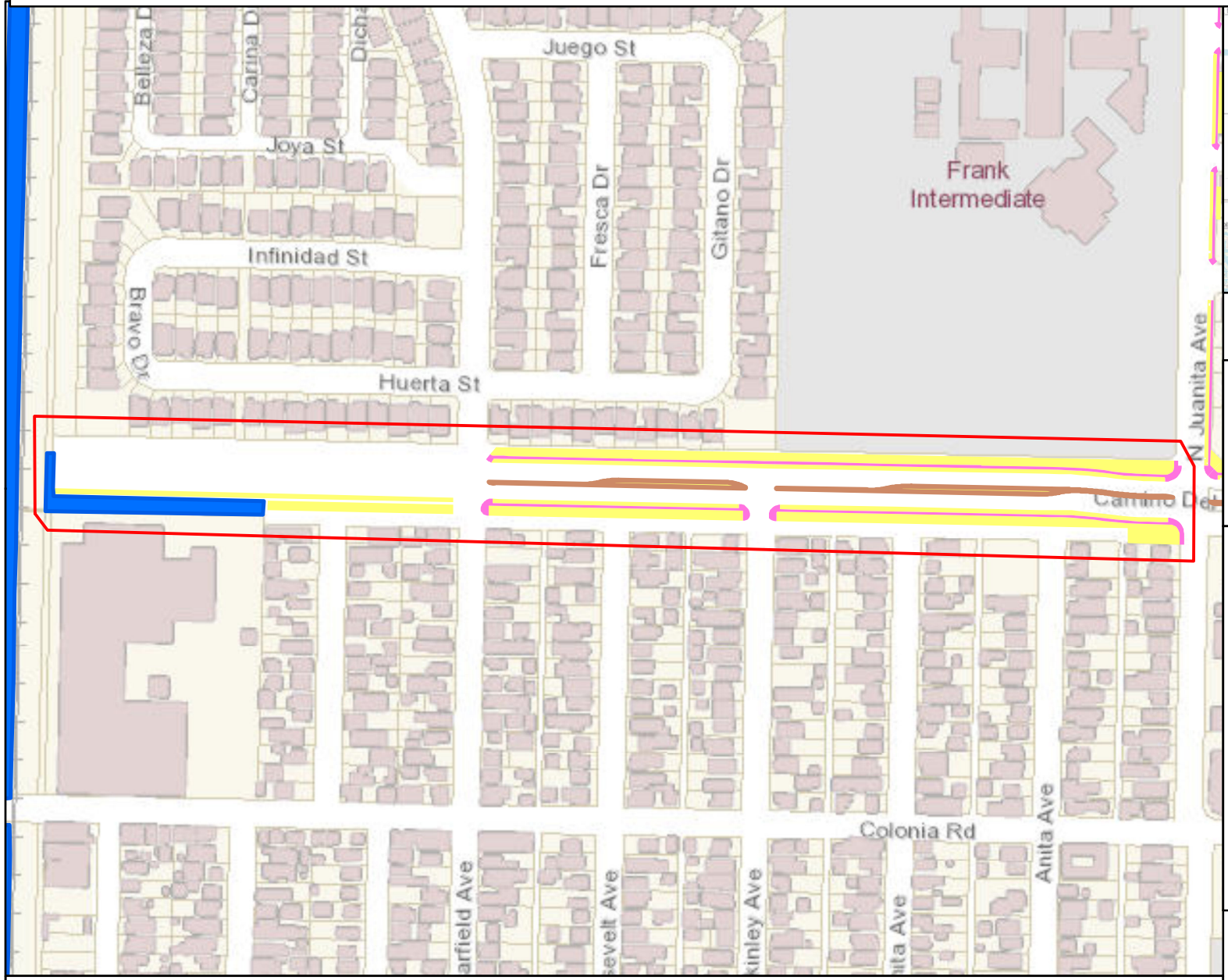
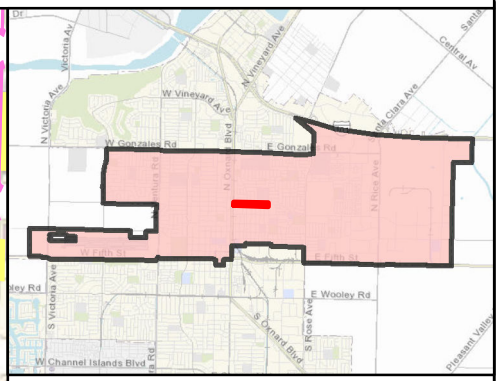
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 3 OF 22, CAMINO DEL SOL 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,263.3 SQ FT
~0.37 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,793.26 SQ FT
~0.13 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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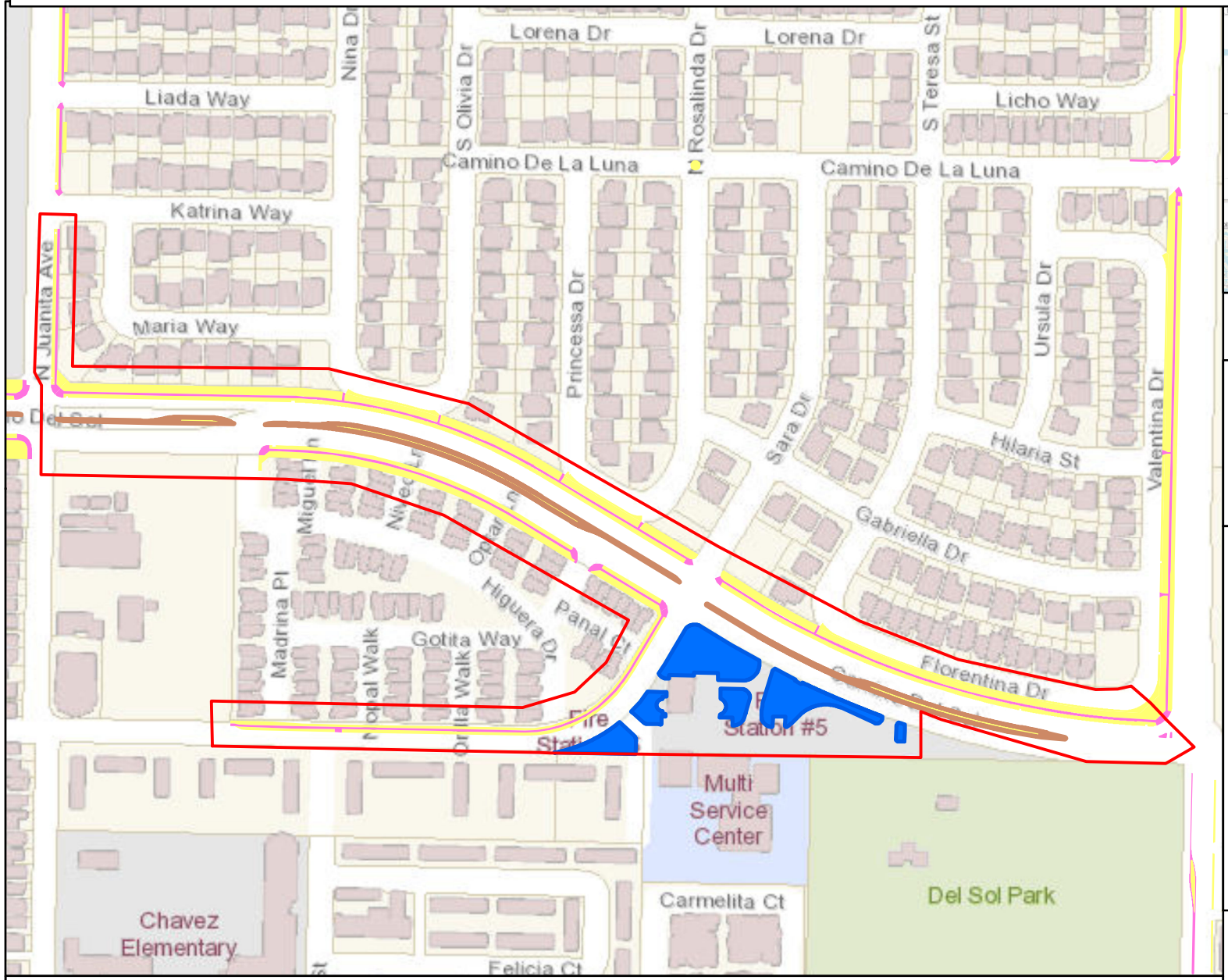
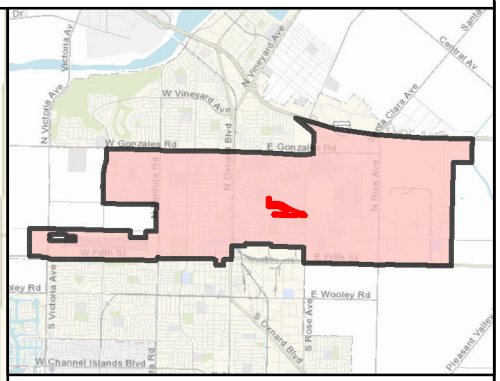
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 4 OF 22, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~47,111.53 SQ FT
~1.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,202.39 SQ FT
~0.28 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 Feet

N

CITY OF OXNARD CALIFORNIA

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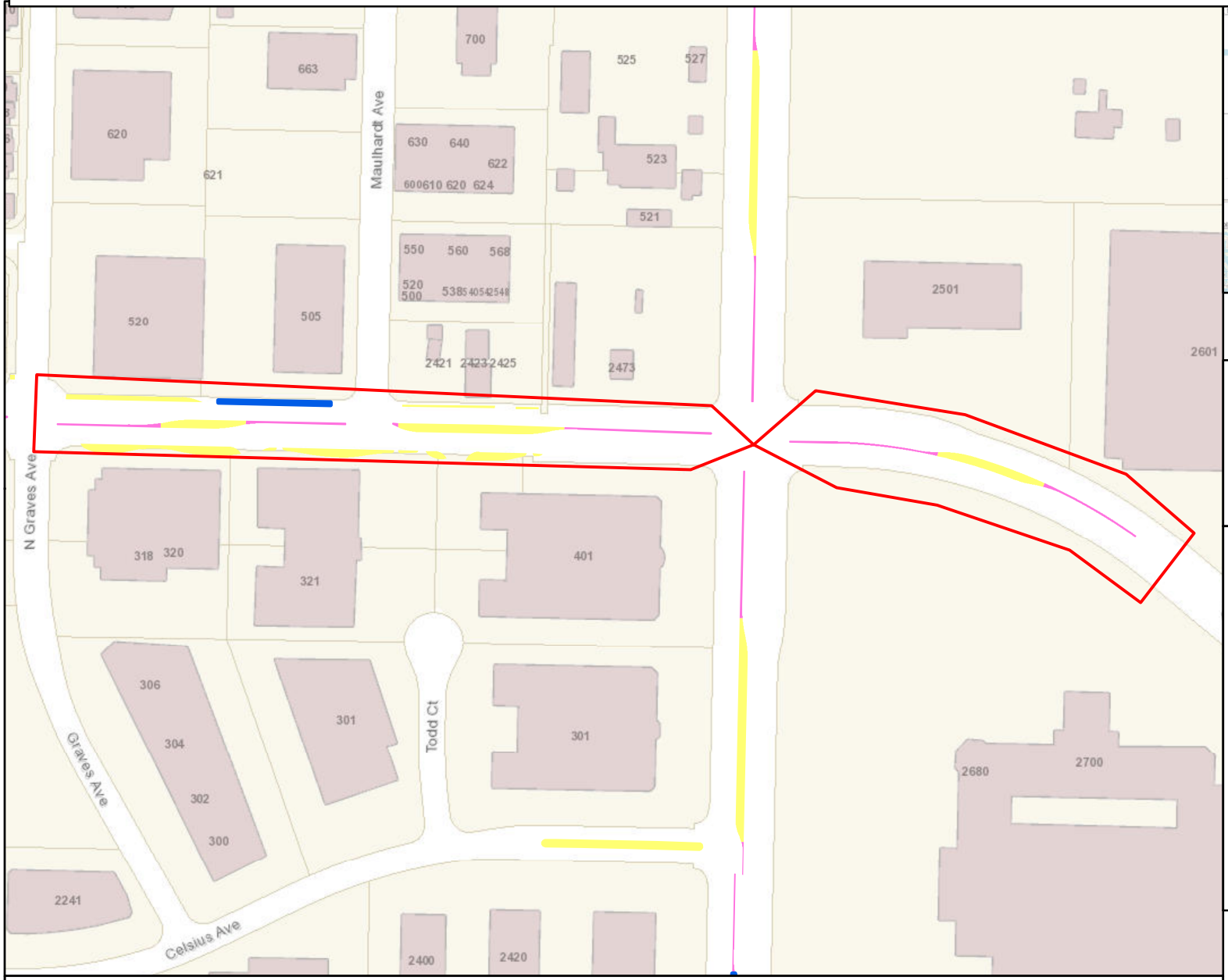
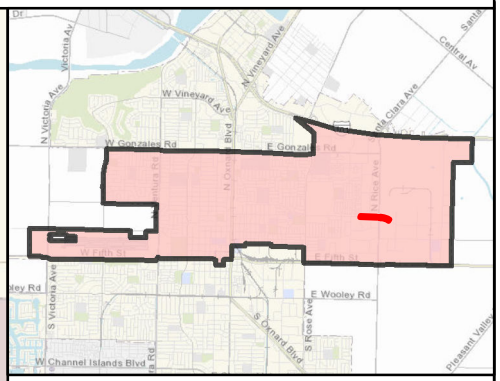
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 5 OF 22, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~999.82 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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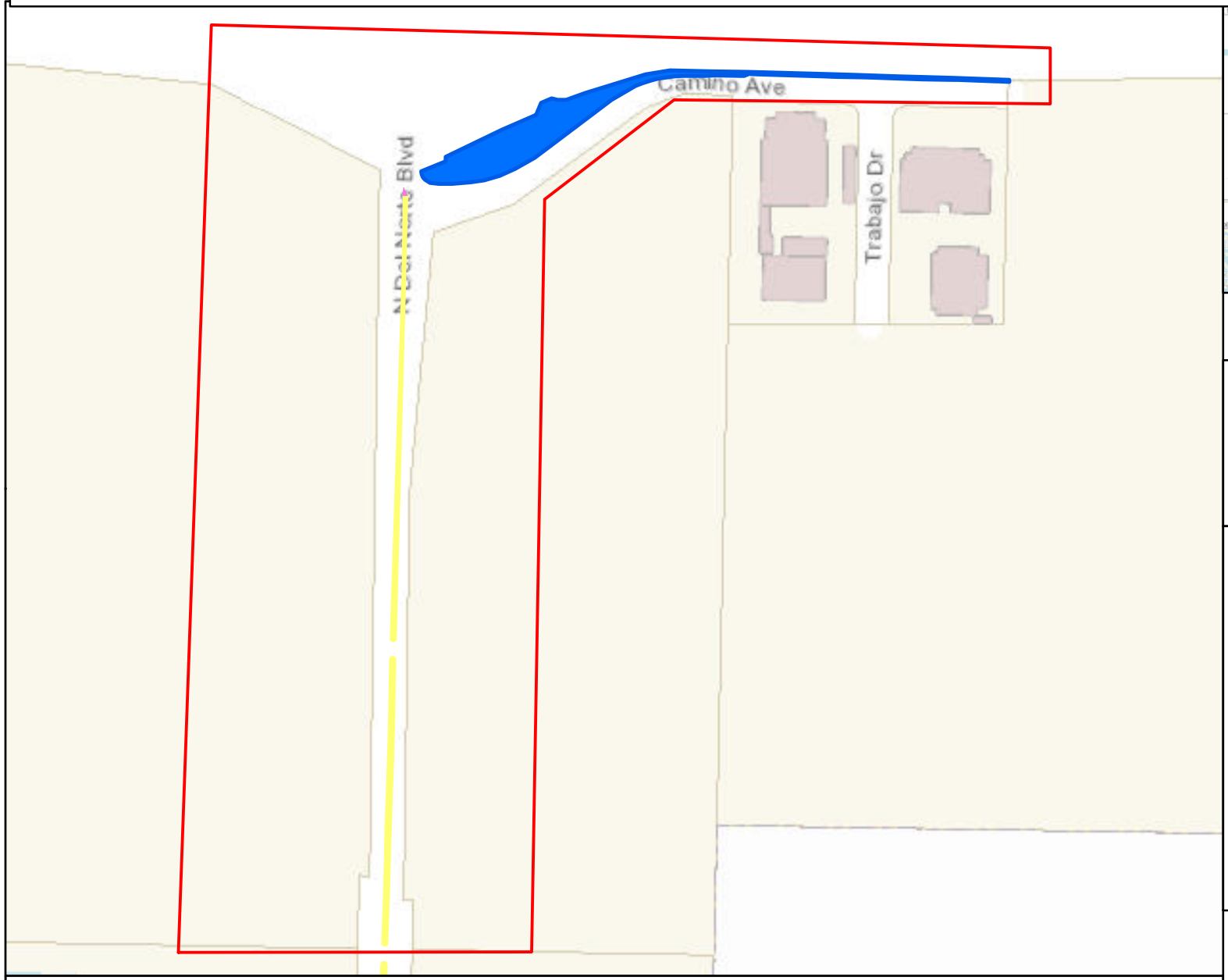
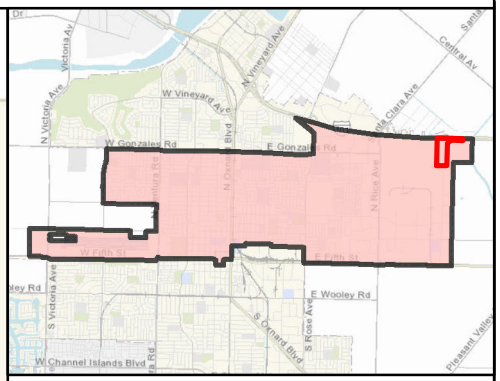
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 6 OF 22, DEL NORTE 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,758.38 SQ FT
~0.87 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 Feet

N

CITY OF OXNARD CALIFORNIA

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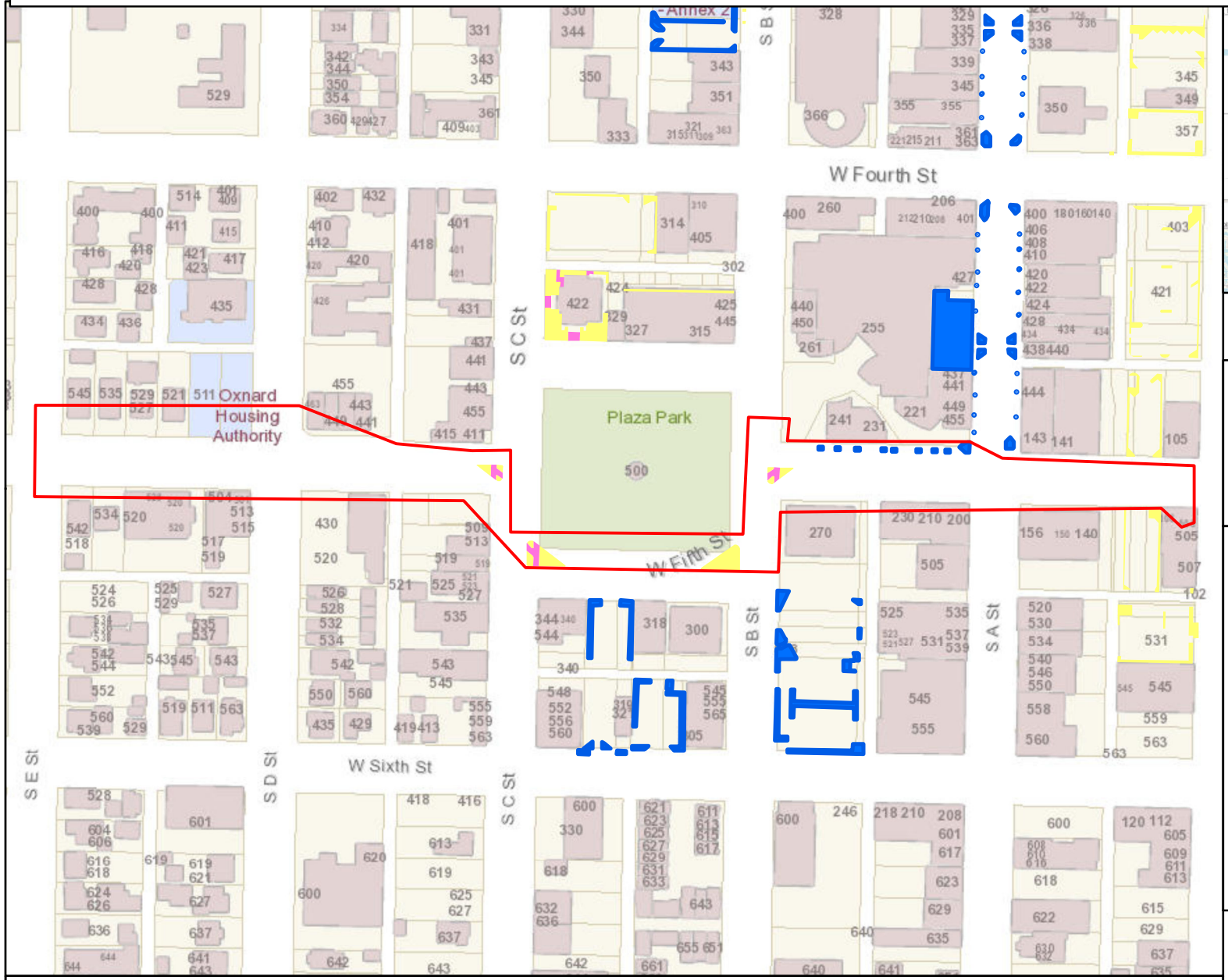
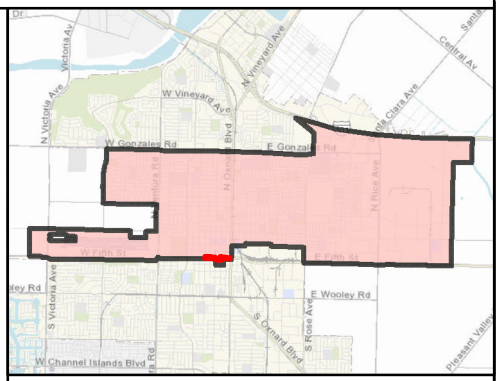
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 7 OF 22, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~463.16 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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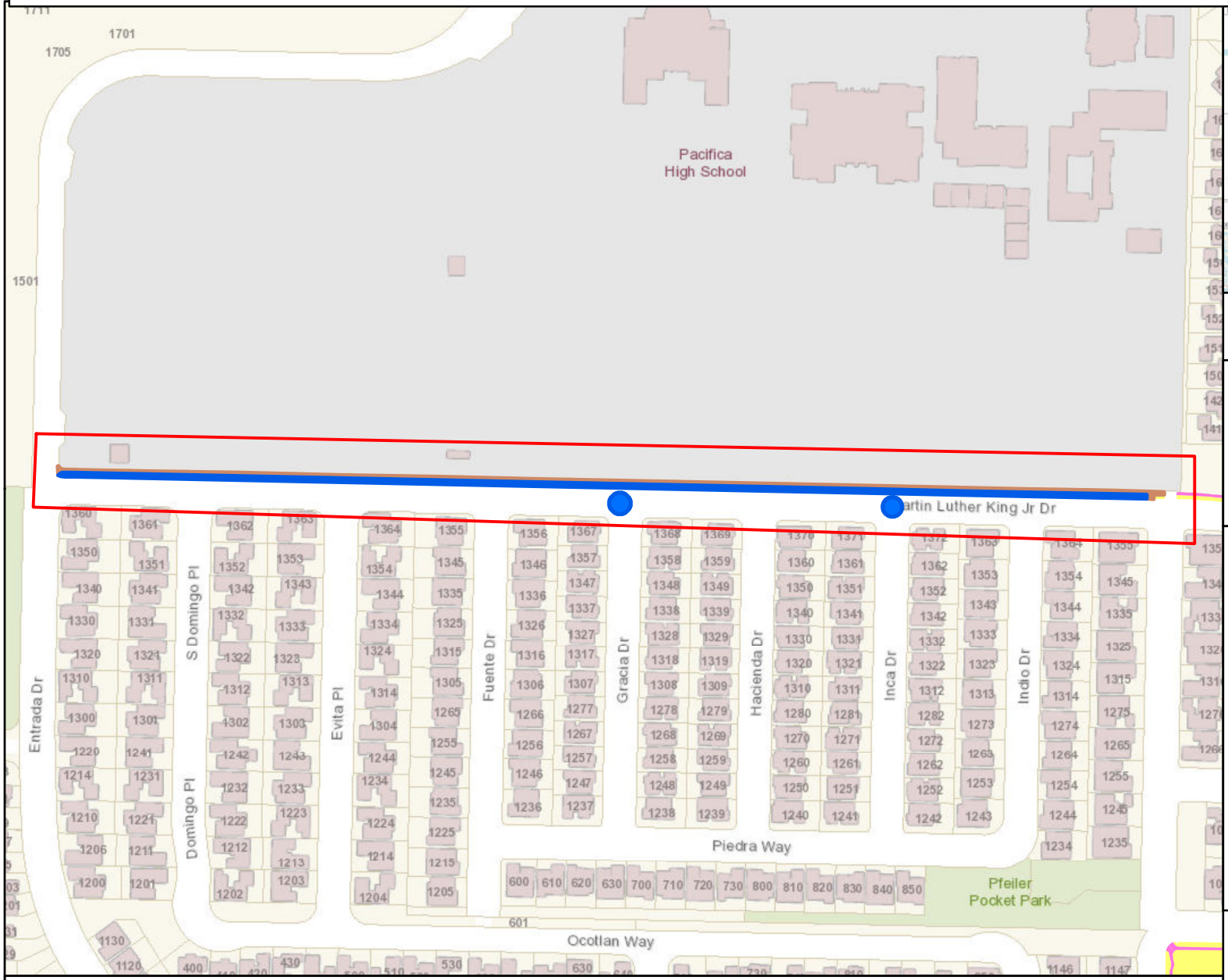
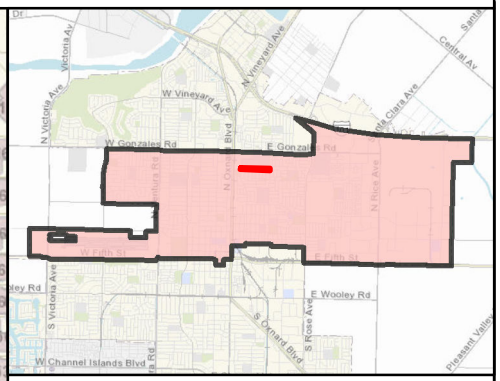
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 8 OF 22, MLK 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,698.41 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,110.77 SQ FT
~0.28 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 Feet

N

CITY OF OXNARD CALIFORNIA

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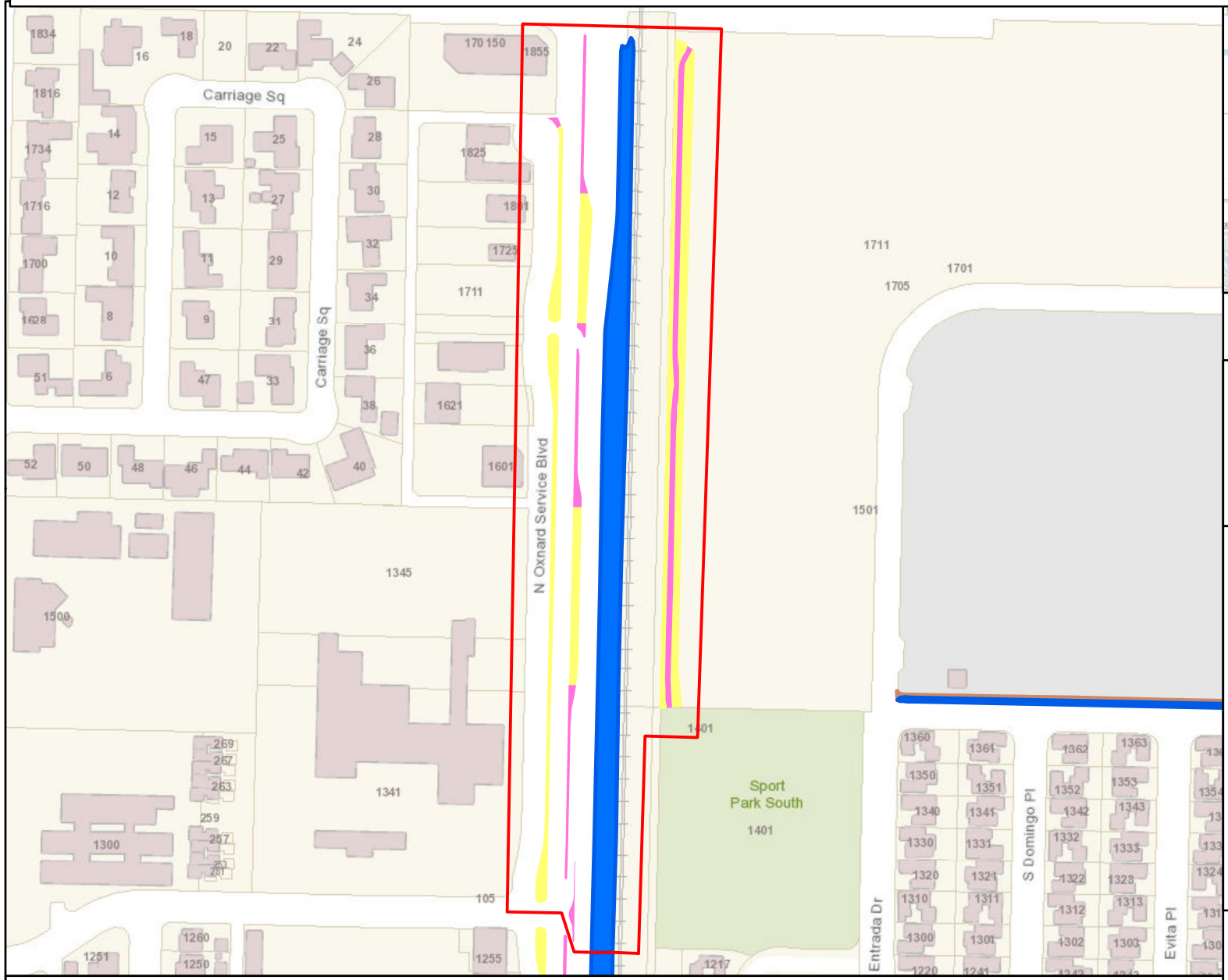
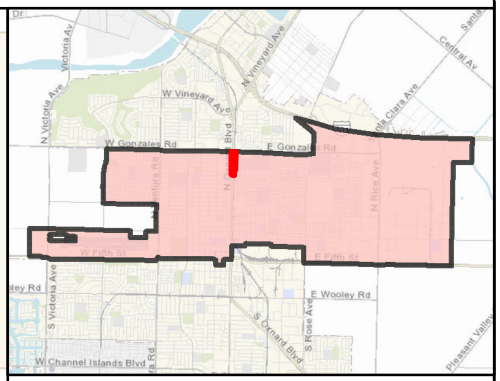
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 9 OF 22, OXNARD BLVD 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~61,740.17 SQ FT
~1.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 Feet

N

CITY OF OXNARD CALIFORNIA

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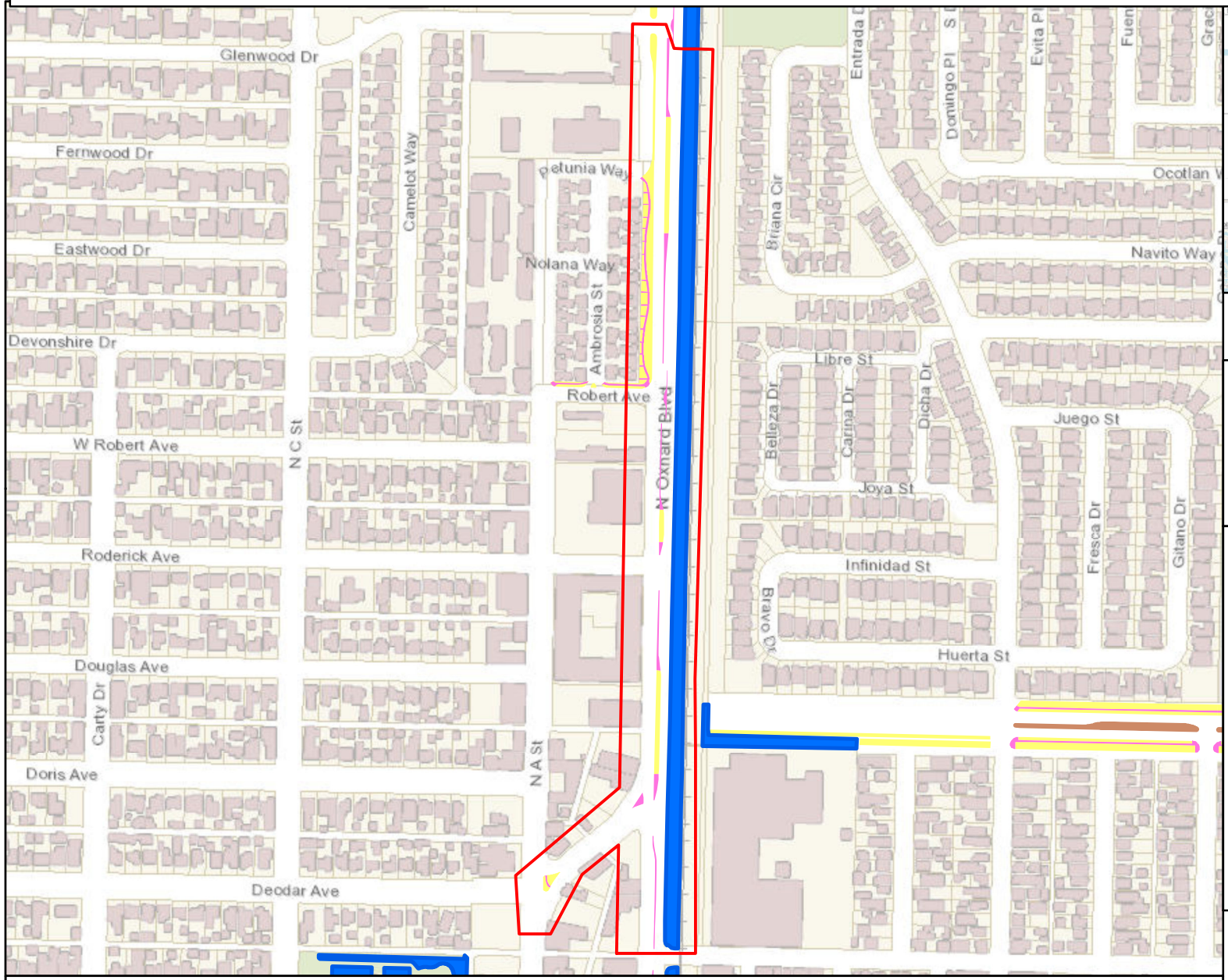
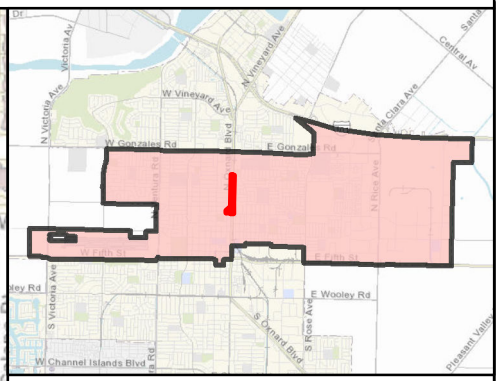
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 10 OF 22, OXNARD BLVD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~111,416.29 SQ FT
~2.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 Feet

N

CITY OF OXNARD CALIFORNIA

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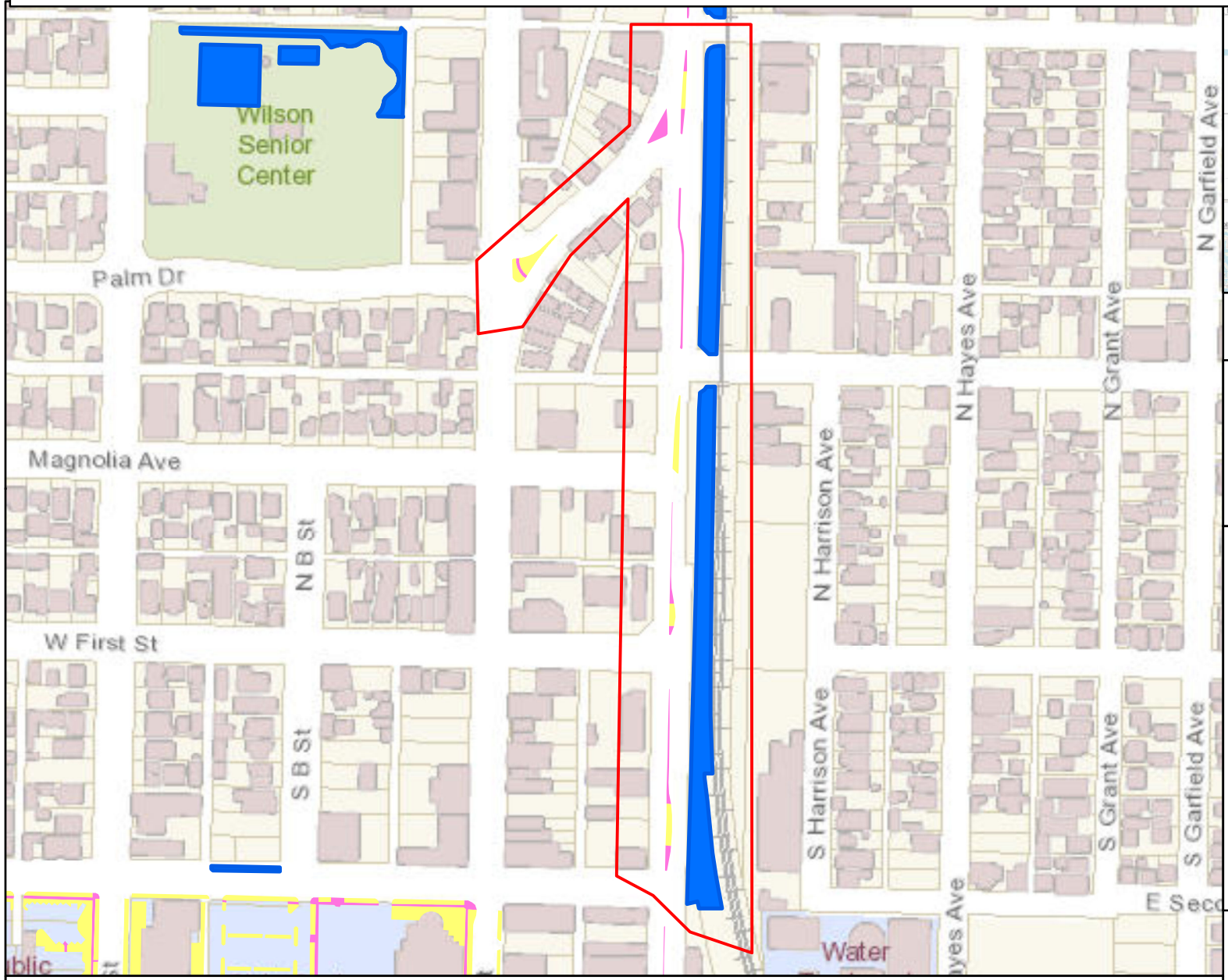
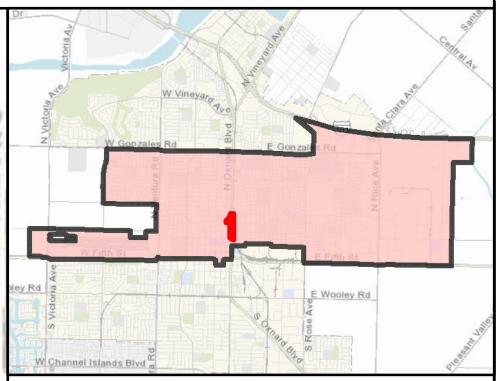
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 11 OF 22, OXNARD BLVD 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~60,834.12 SQ FT
~1.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 Feet

N

CITY OF OXNARD CALIFORNIA

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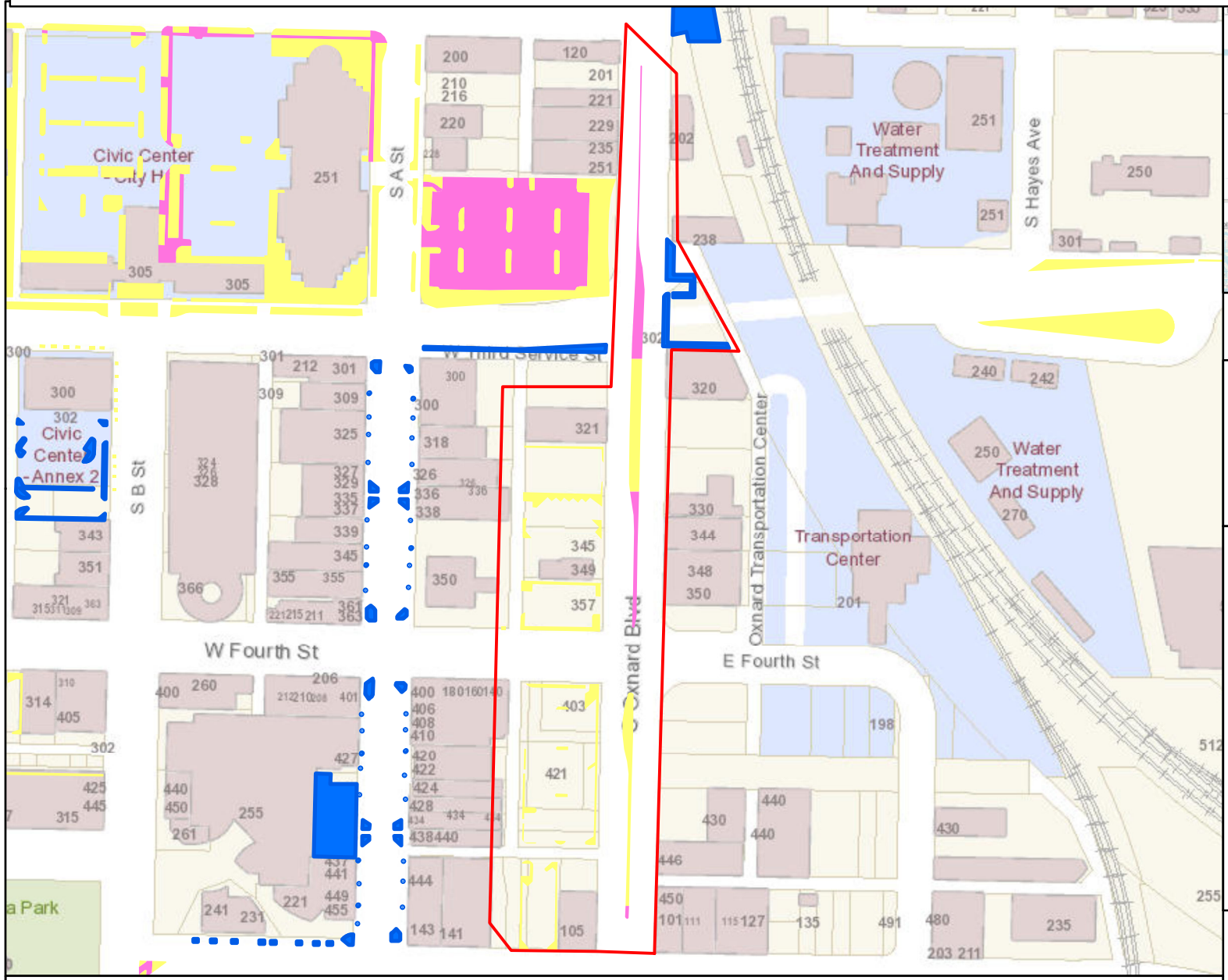
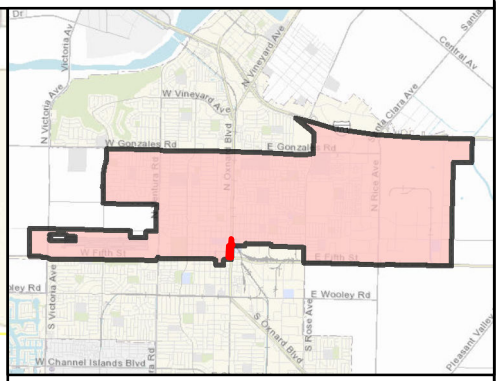
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 12 OF 22, OXNARD BLVD 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,219.68 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 Feet

N

CITY OF OXNARD CALIFORNIA

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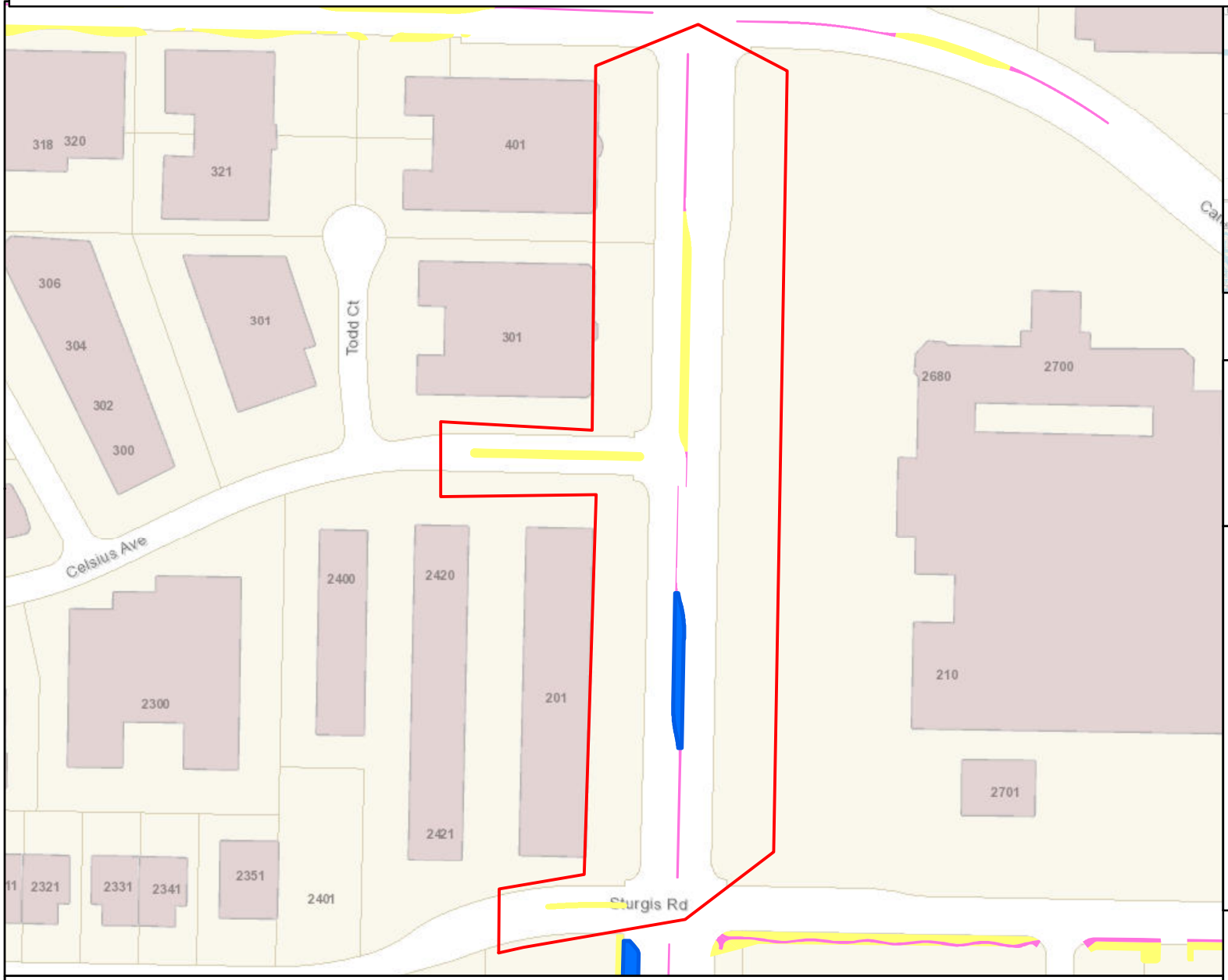
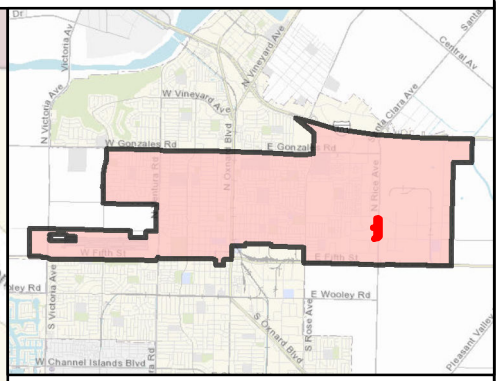
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 13 OF 22, RICE 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,664.95 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 Feet

N

CITY OF OXNARD CALIFORNIA

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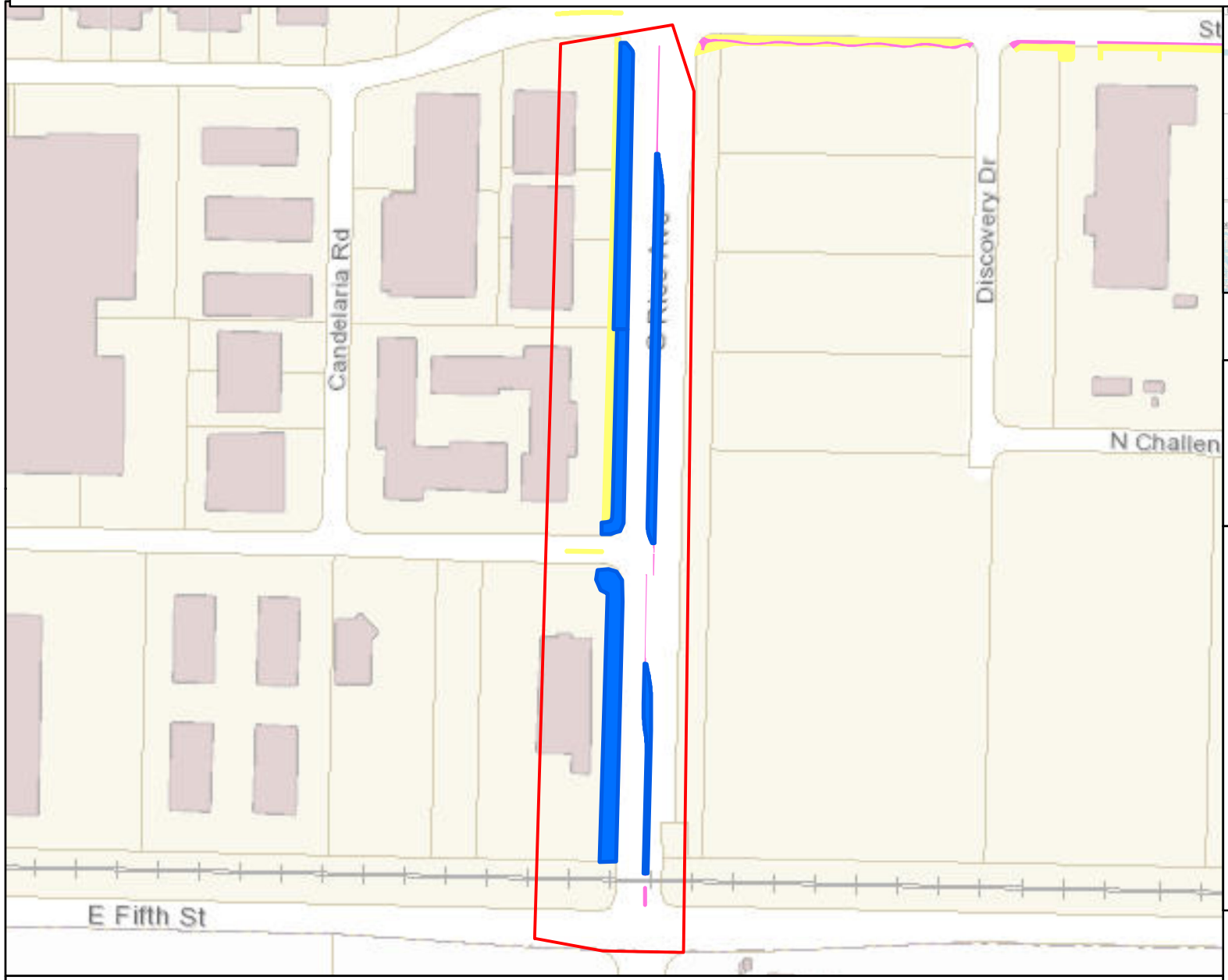
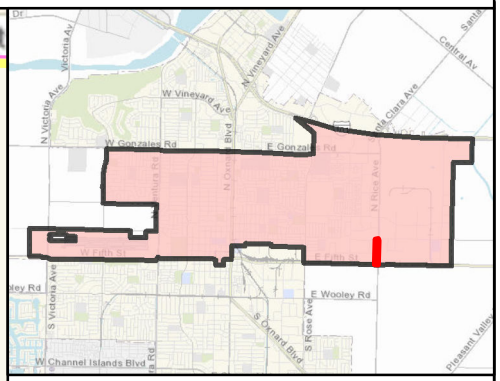
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 14 OF 22, RICE 5





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~60,902.58 SQ FT
~1.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 Feet

N

CITY OF OXNARD CALIFORNIA

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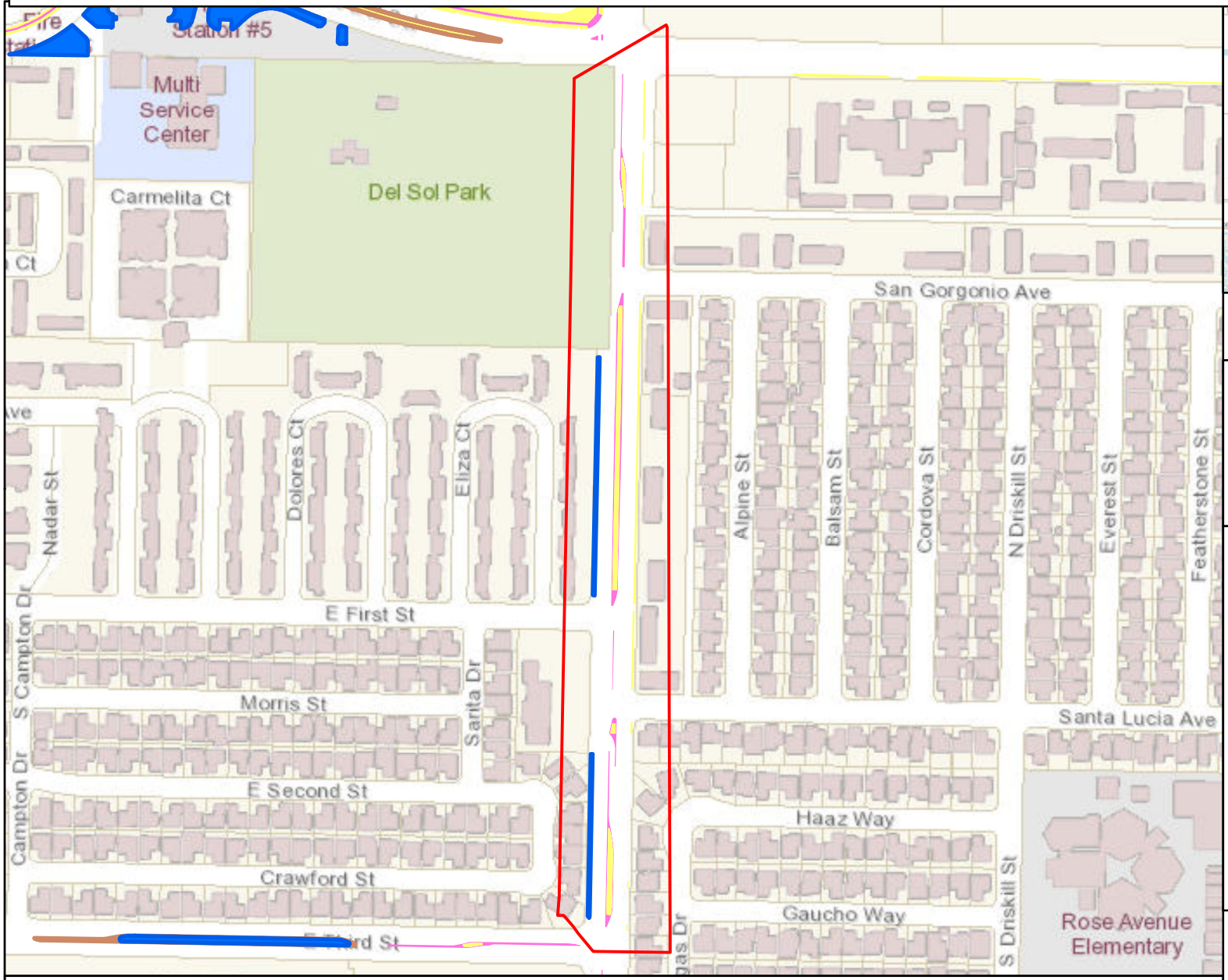
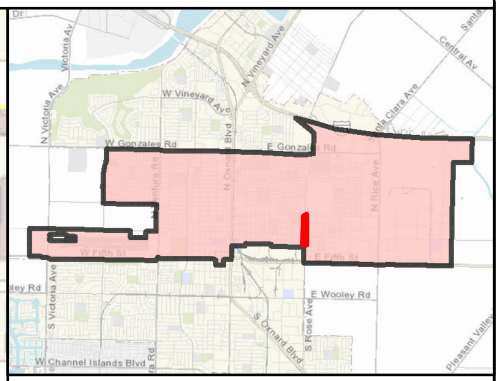
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 15 OF 22, ROSE 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,438.94 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 Feet

N

CITY OF OXNARD CALIFORNIA

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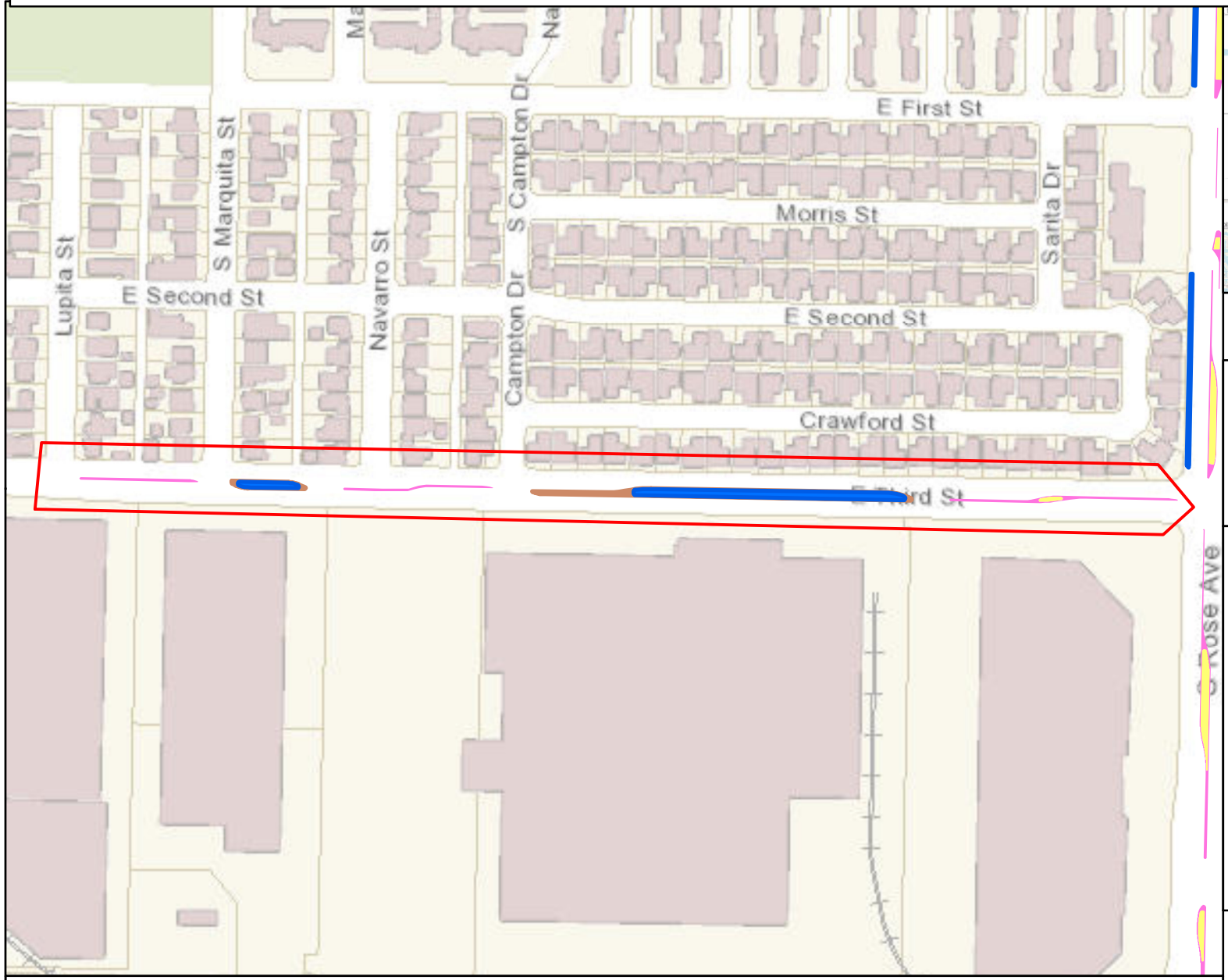
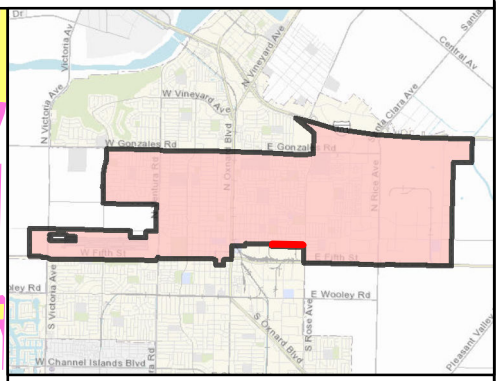
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 16 OF 22, THIRD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,730.11 SQ FT
~0.2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,592.6 SQ FT
~0.08 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 Feet

N

CITY OF OXNARD CALIFORNIA

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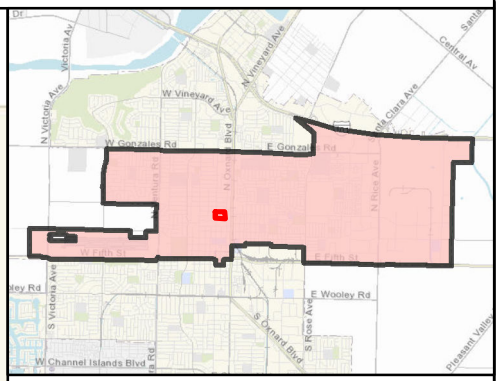
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 17 OF 22, WILSON SENIOR CENTER



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,723.9 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 Feet

N

CITY OF OXNARD CALIFORNIA

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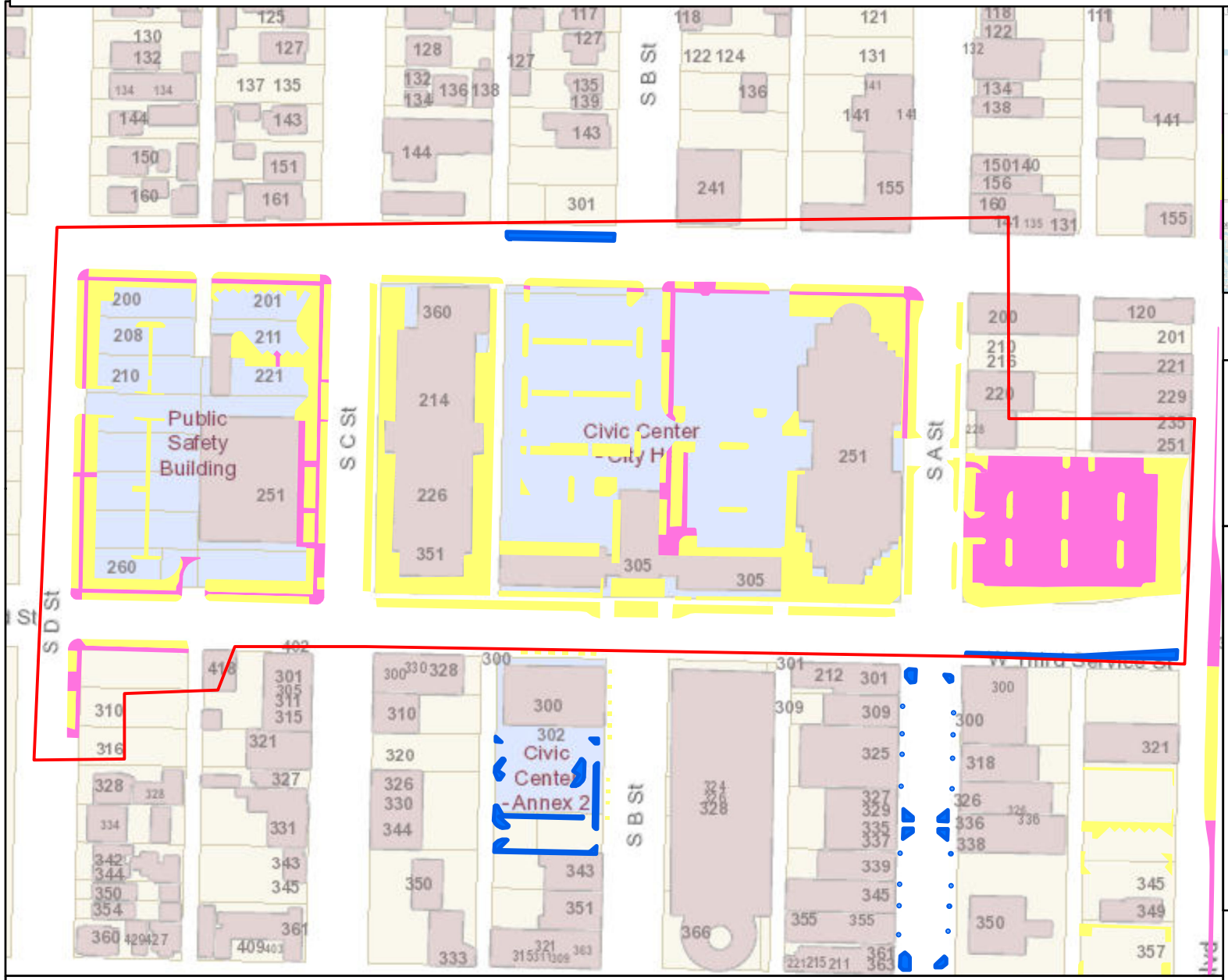
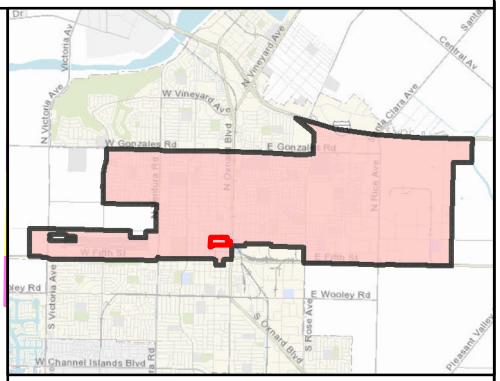
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 18 OF 22, CIVIC CENTER





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,470.58 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 Feet

N

CITY OF OXNARD CALIFORNIA

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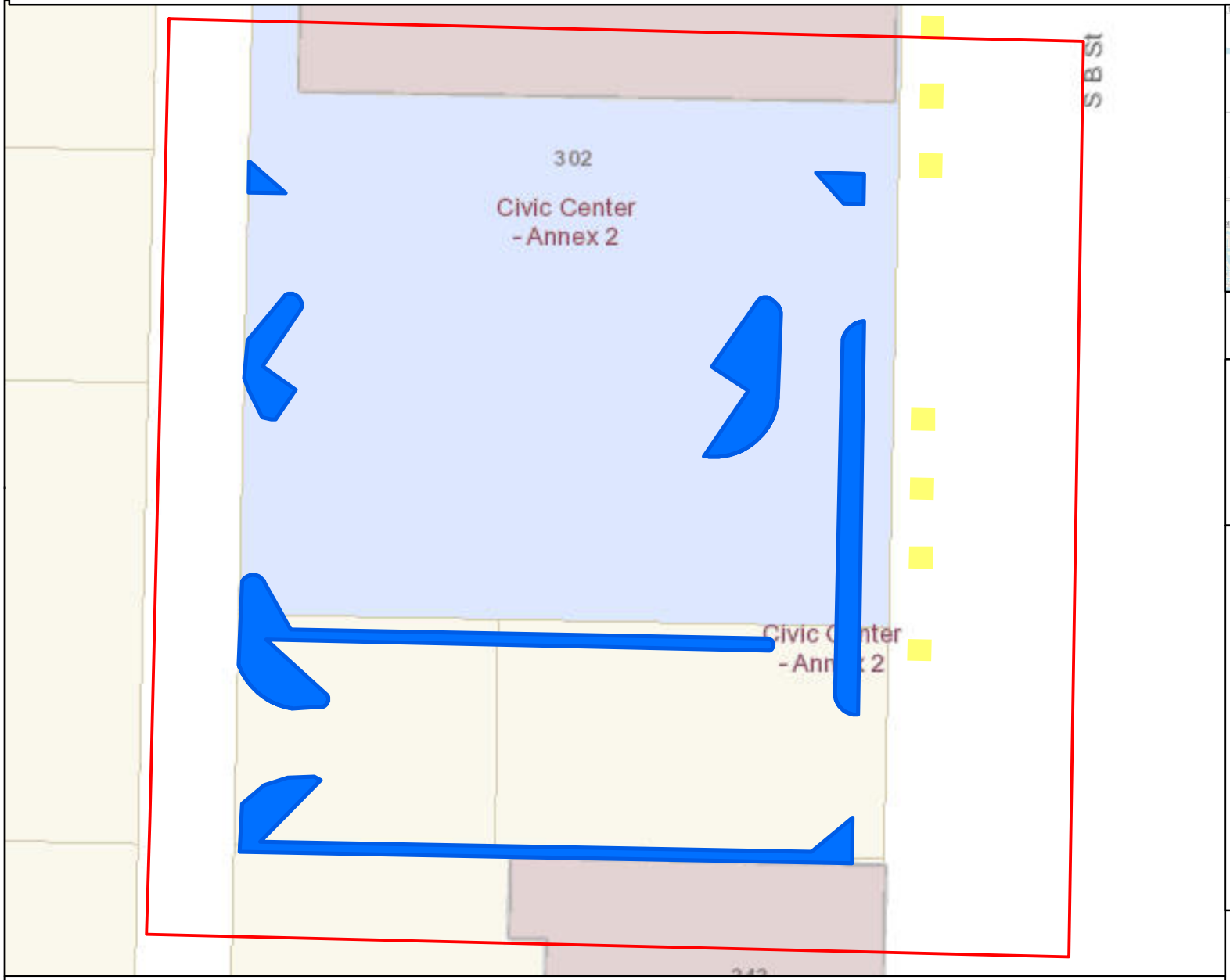
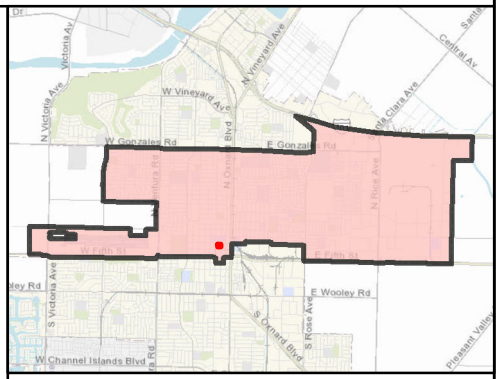
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 19 OF 22, CIVIC CENTER ADMINISTRATIVE BUILDING





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,953.89 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 Feet

N

CITY OF OXNARD CALIFORNIA

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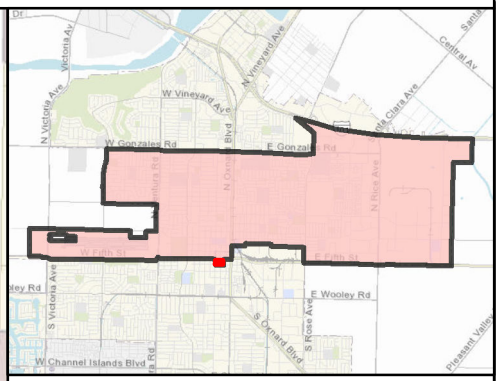
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 20 OF 22, DOWNTOWN



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,015.27 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 Feet

N

CITY OF OXNARD CALIFORNIA

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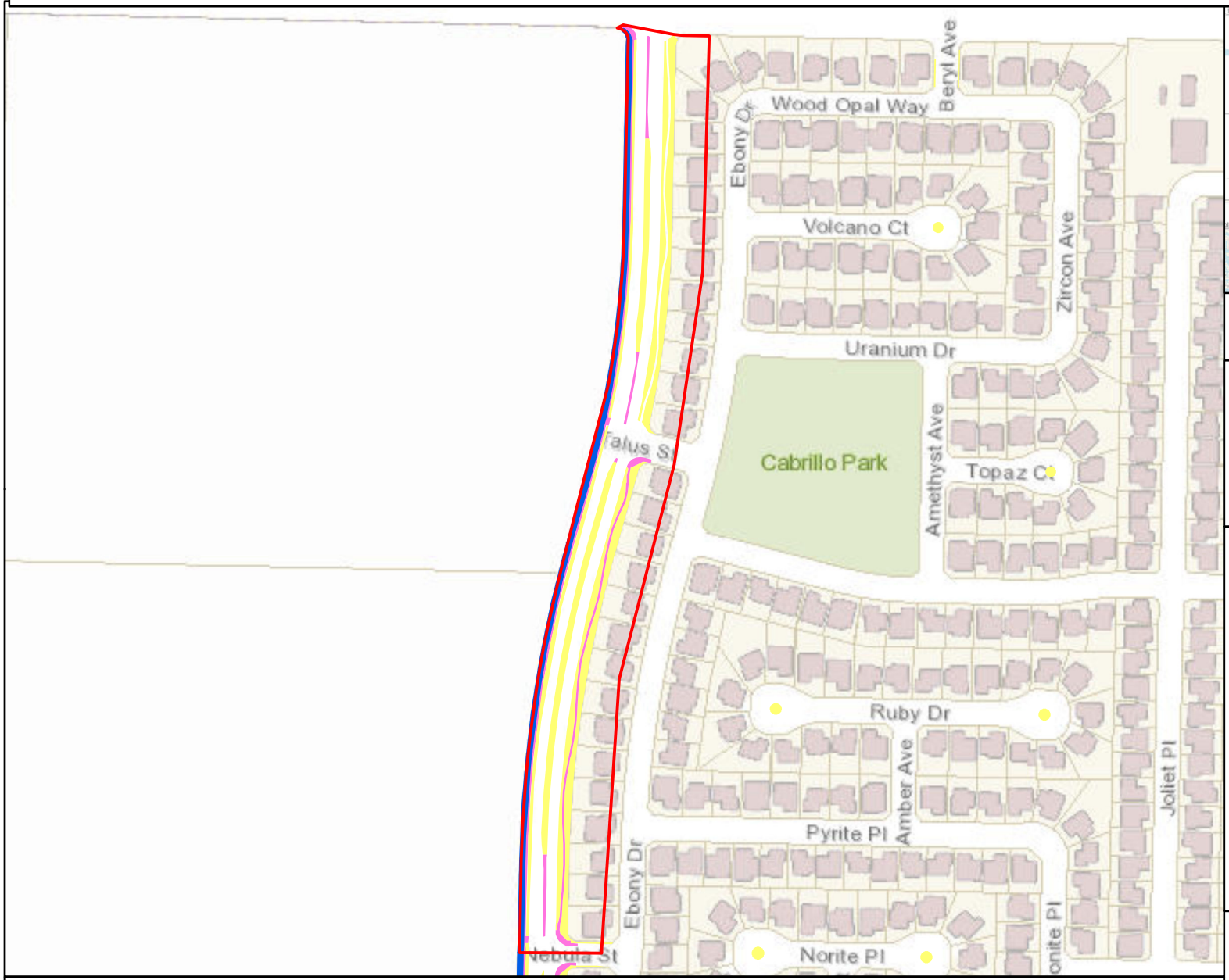
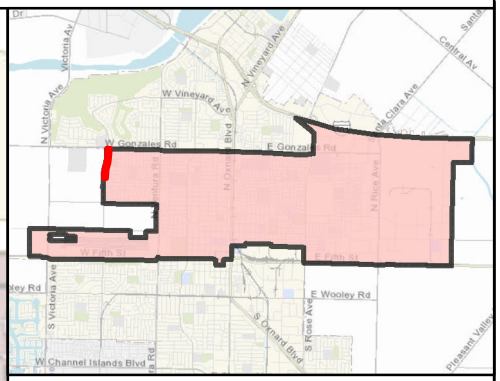
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 21 OF 22, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,823.04 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 Feet

N

CITY OF OXNARD CALIFORNIA

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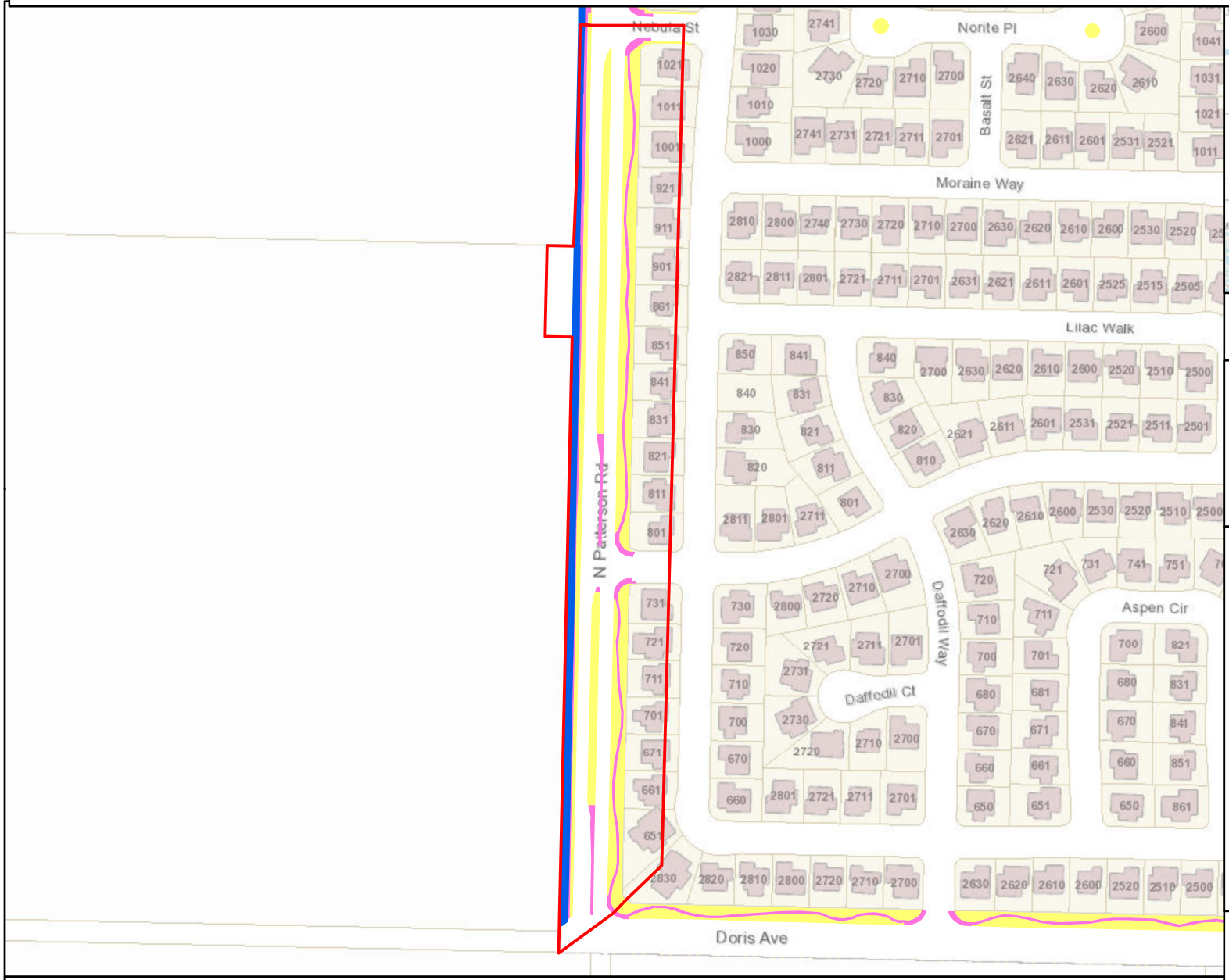
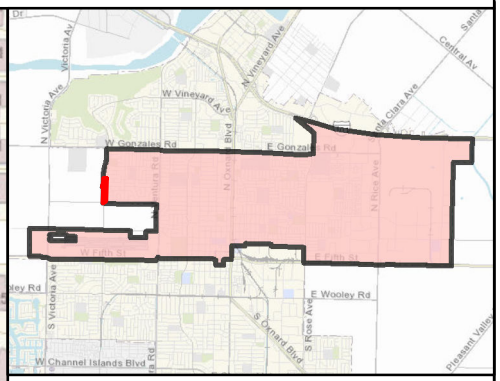
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 22 OF 22, PATTERSON RD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,152.26 SQ FT
~0.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 Feet

N

CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement, is hereby amended to state: "Services: Landscape Maintenance located in Medians and Parkways within Region 3."

2. Section 4 of the Cover Page of the Agreement, is hereby amended to state: "Schedule of Services: Monthly Landscape Maintenance in Medians and Parkways; twice monthly mowing in Parkways within Region 3 of Location Map which is attached hereto and incorporated herein."

3. Section 6 of the Cover Page of the Agreement, is hereby amended to state: "Total Agreement Amount: $2,575,000.00"

4. The reference to the "Rates and Cost Exhibit" everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to "Rates and Cost Exhibit-June 2022." The "Rates and Cost Exhibit" is hereby disincorporated; instead, the "Rates and Cost Exhibit-March 2022" is attached hereto and incorporated herein by this reference.

5. The reference to the "Region 3 Detail Maps" Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the attached "Region 3 Work Detail as of June 2022" Exhibit. The attached "Region 3 Work Detail as of June 2022" Exhibit is attached hereto and incorporated herein by this reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

_____ _____
☐John C. Zaragoza, Mayor[1] Date
☐Alexander Nguyen, City Manager
☐ _____,Purchasing Manager
☐ _____,Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Date
Attorney (always required)

GARCIA'S LANDSCAPING MAINTENANCE, INC.

_____ _____
Pablo Garcia, President[2] Date

_____ _____
Tenley Garcia, Secretary Date

1

2

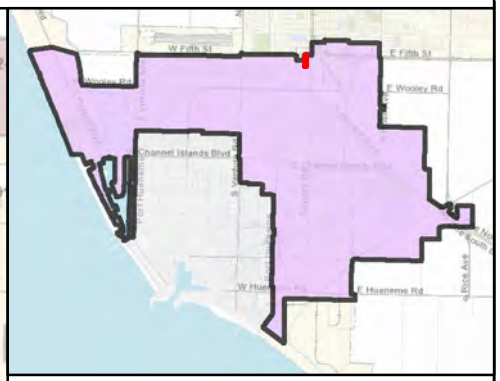
RATES AND COSTS EXHIBIT- JUNE 2022

The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians located with Region 3

	Monthly Cost
Twice Monthly Service Region 3 Areas	$74,935
Non-Selective herbicide applicate	$225/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

REGION 3 WORK DETAIL
AS OF June 2022

REGION 3 WORK DETAIL: PAGE 1 OF 27, A ST SOUTH 1



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,290.14 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 Feet

N

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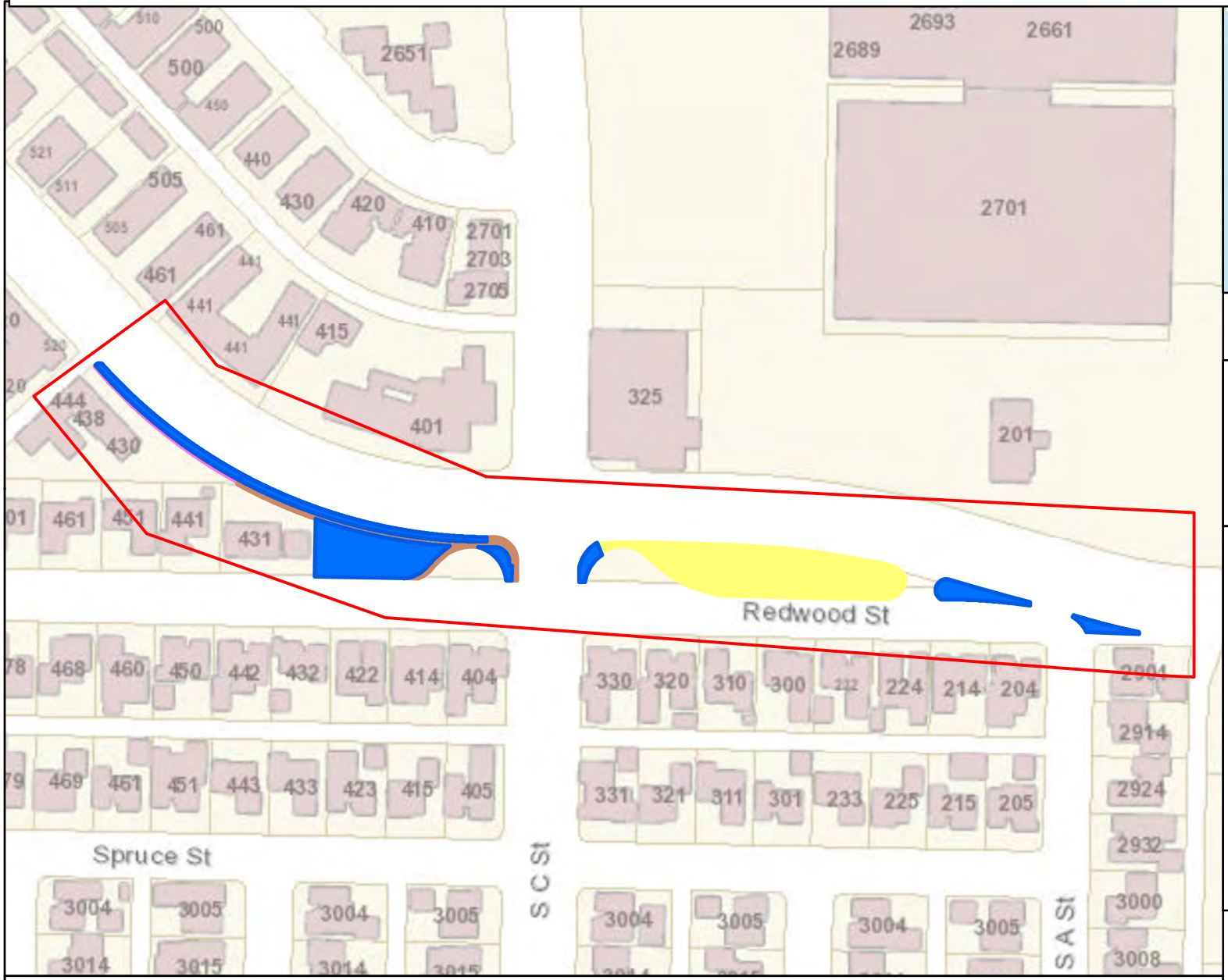
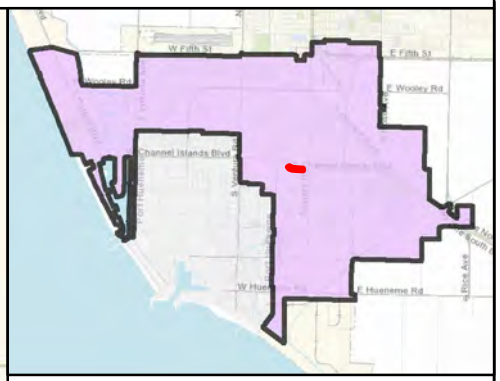
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 2 OF 27, CHANNEL ISLANDS 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,386.58 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,221.34 SQ FT
~0.05 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 Feet

N

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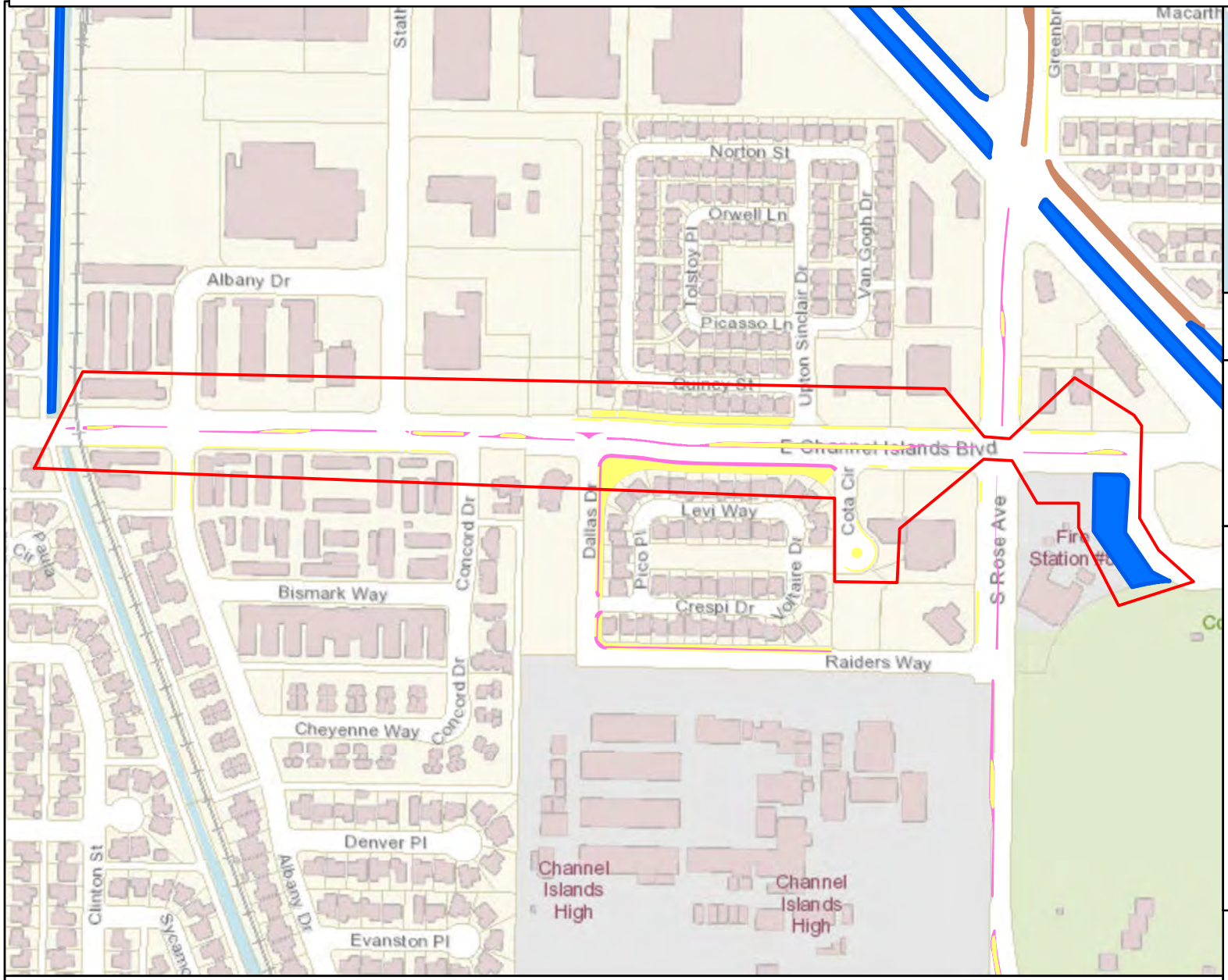
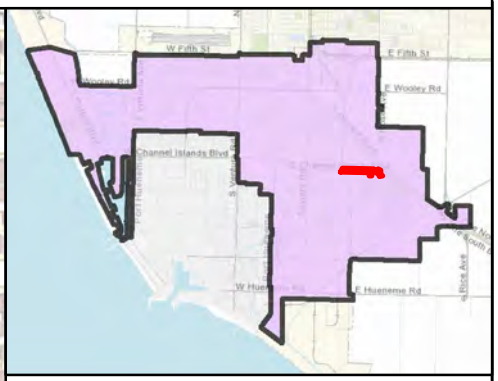
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 3 OF 27, CHANNEL ISLANDS 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,177.32 SQ FT
~0.62 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 Feet

N

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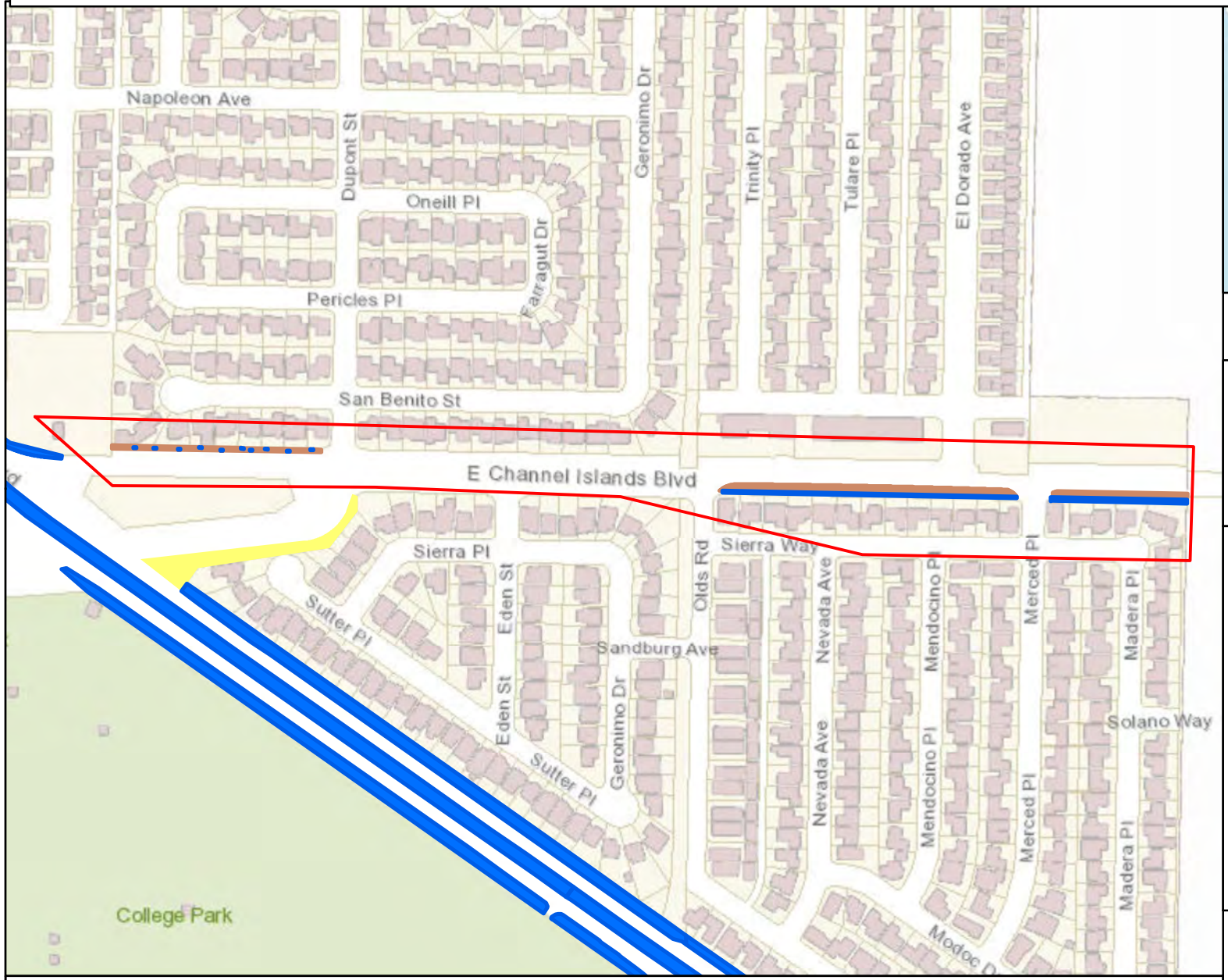
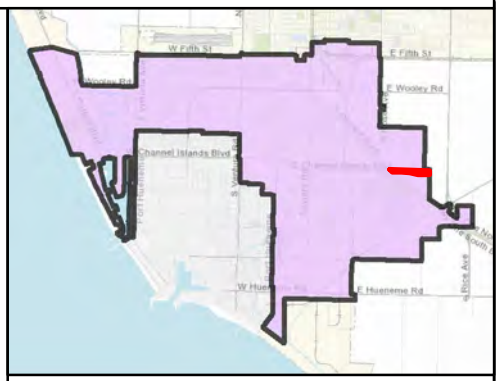
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 4 OF 27, CHANNELS ISLANDS 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,431.17 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~23,724.89 SQ FT
~0.54 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 Feet

N

CITY OF OXNARD CALIFORNIA

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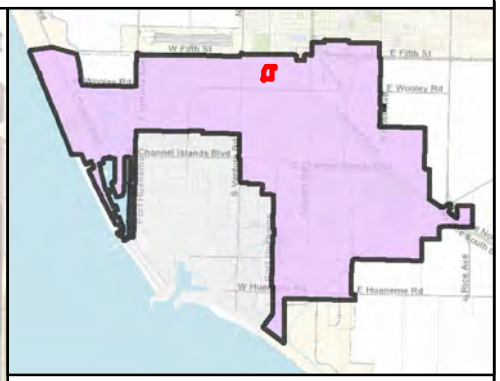
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 5 OF 27, COMMUNITY PARK



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~69,582.11 SQ FT
~1.6 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 Feet

N

CITY OF OXNARD CALIFORNIA

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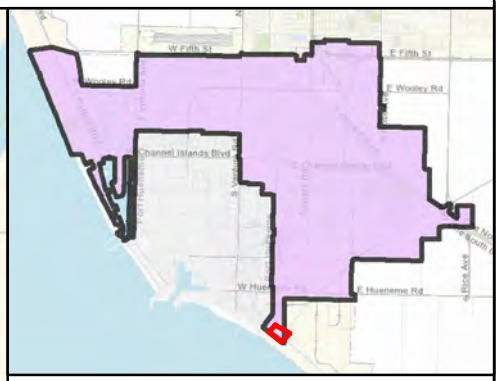
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 6 OF 27, PERKINS PARKING LOT



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~35,223.14 SQ FT
~0.81 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 Feet

N

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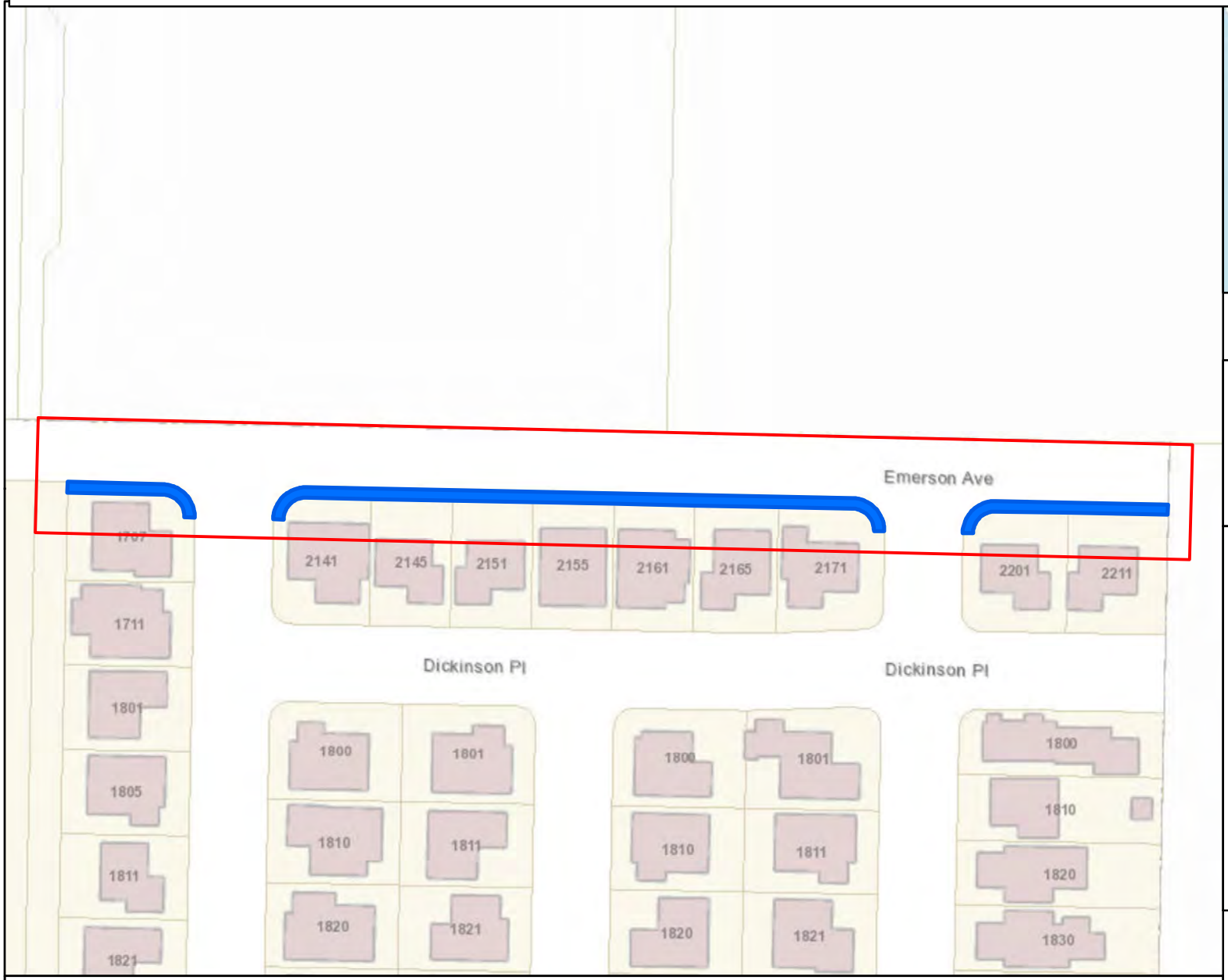
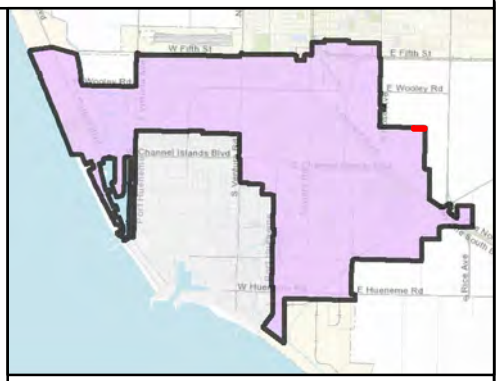
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 7 OF 27, EMERSON



0 200 400 600 800 Feet

N



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,055.39 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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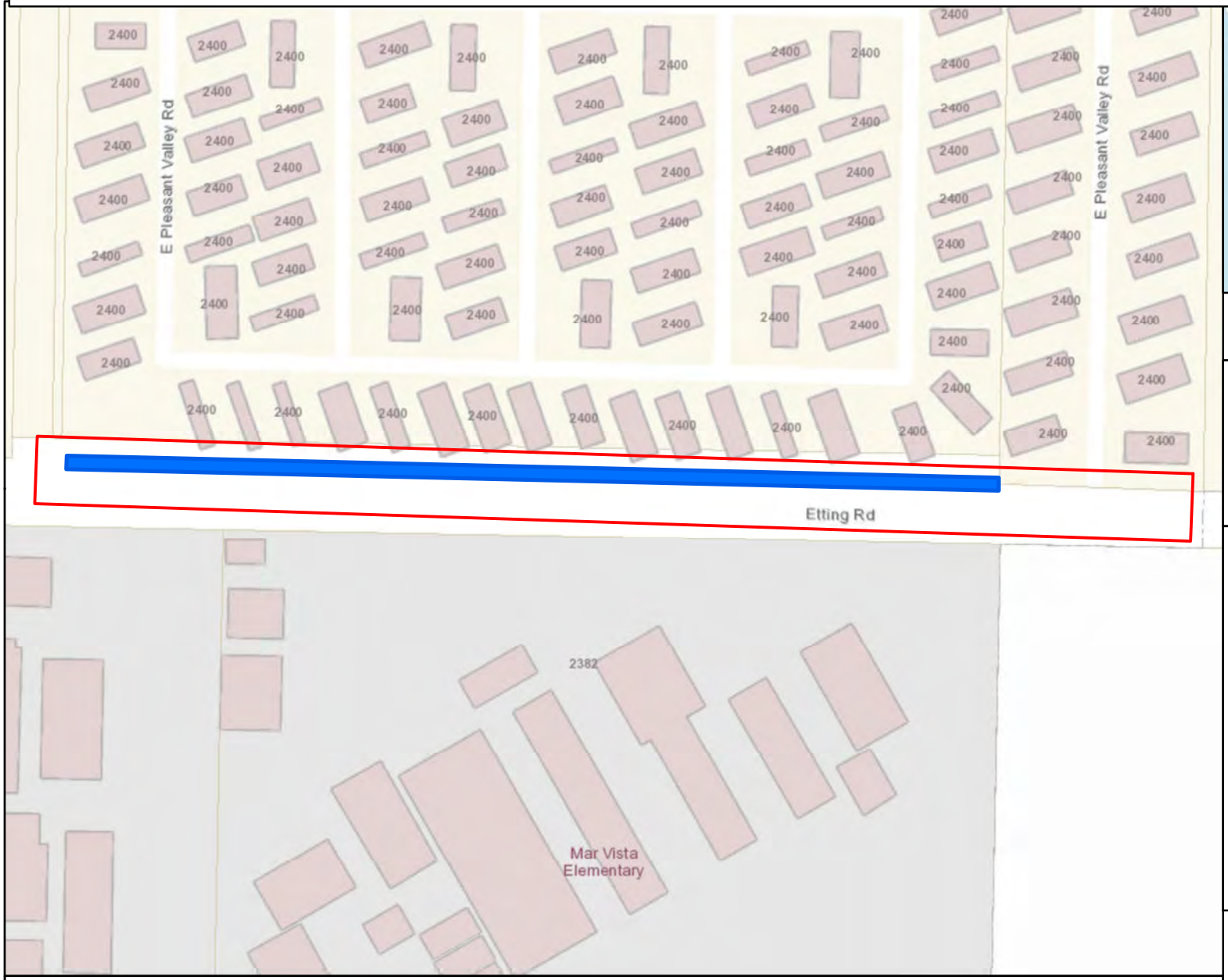
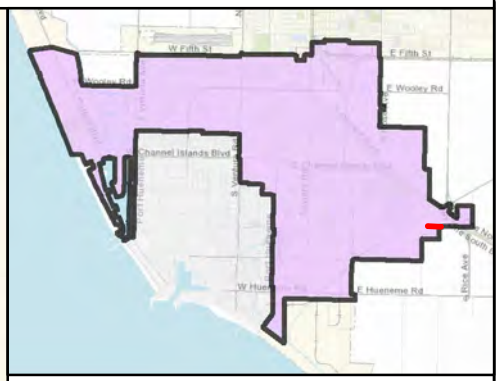
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 8 OF 27, ETTING





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,337.06 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 Feet

N

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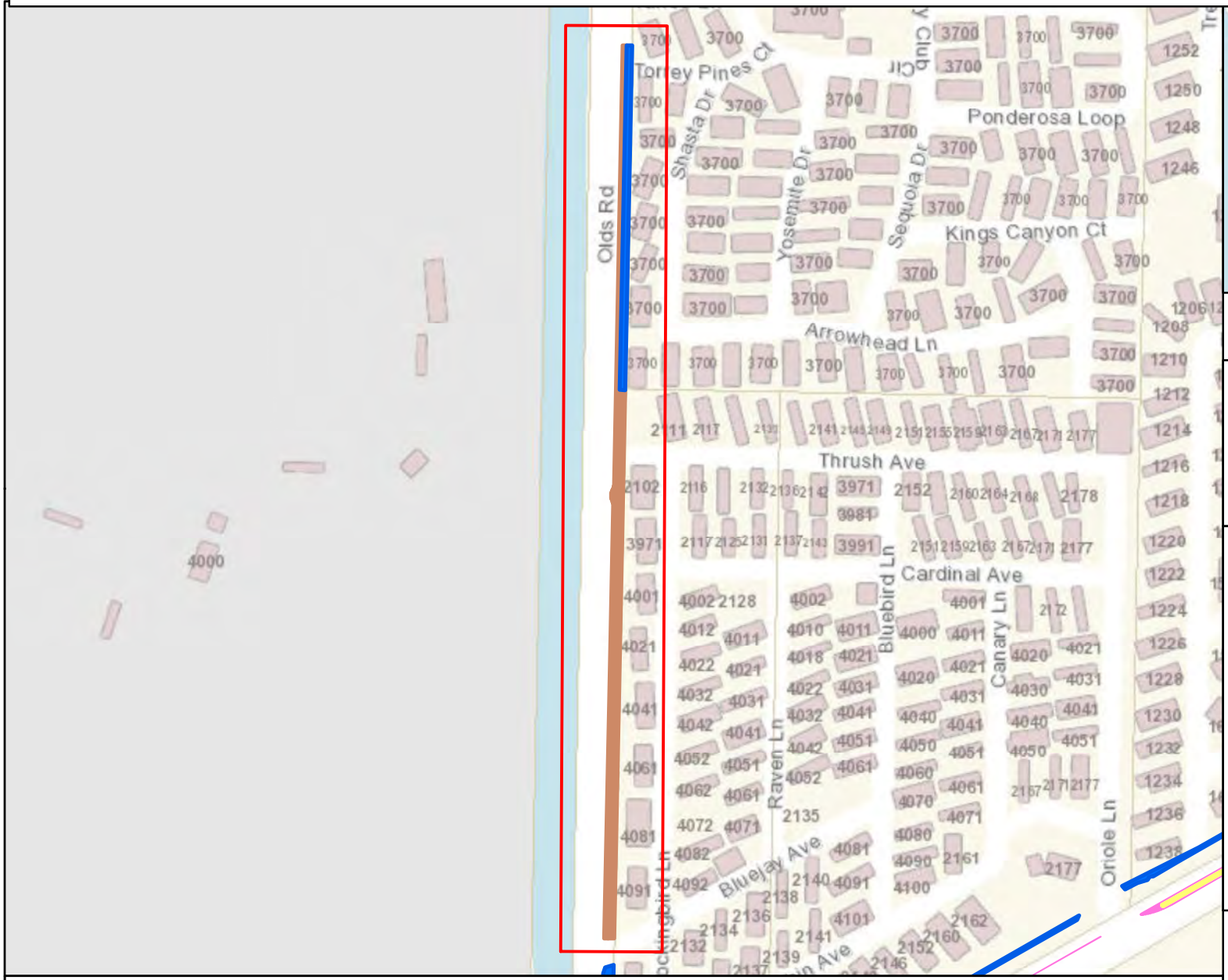
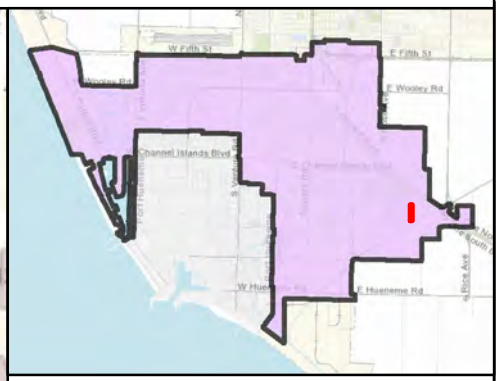
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 12 OF 27, OLDS





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,369.1 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,003.59 SQ FT
~0.28 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 Feet

N

CITY OF OXNARD CALIFORNIA

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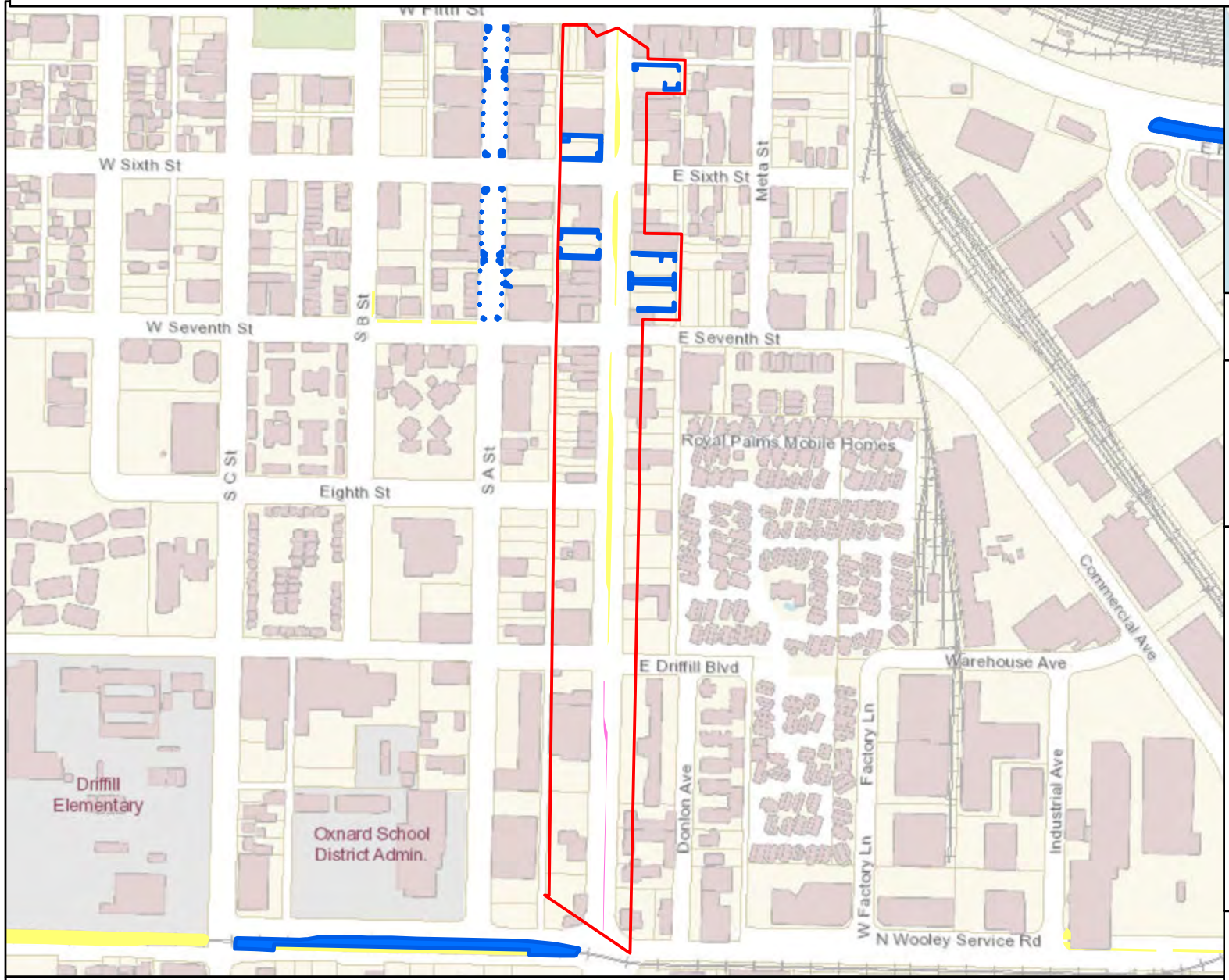
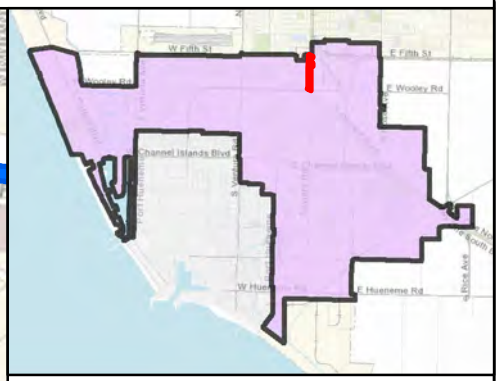
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 13 OF 27, OXNARD BL 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,488.77 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~35.66 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 Feet

N

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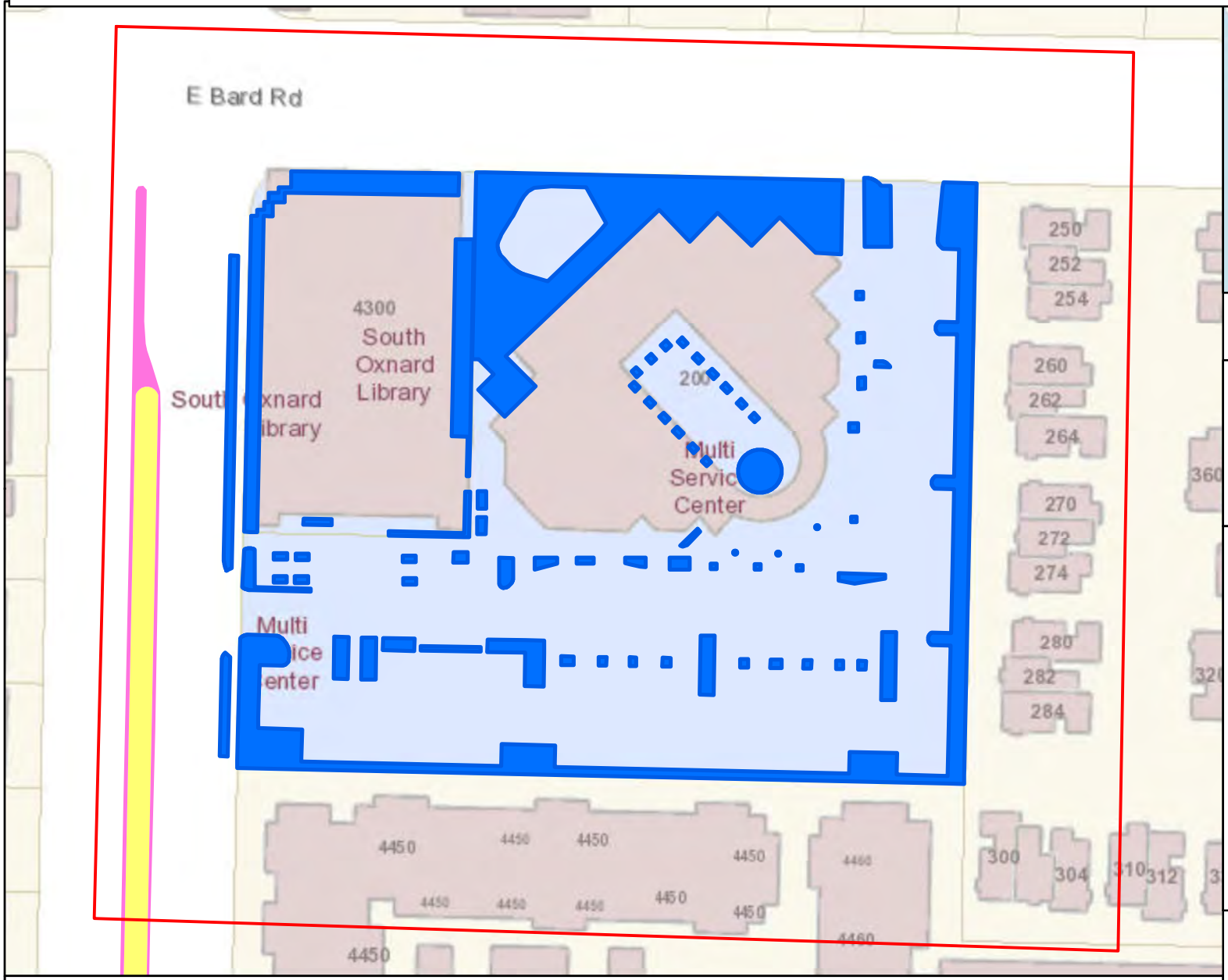
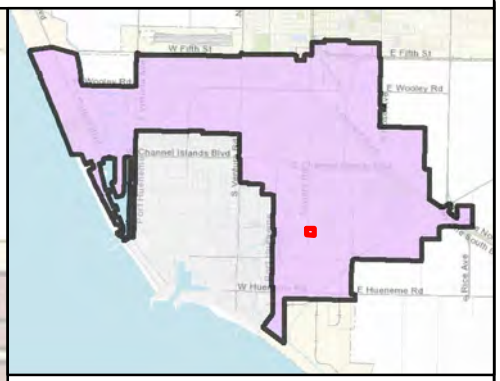
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 17 OF 27, MULTI-SERVICE CENTER





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,635.53 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 Feet

N

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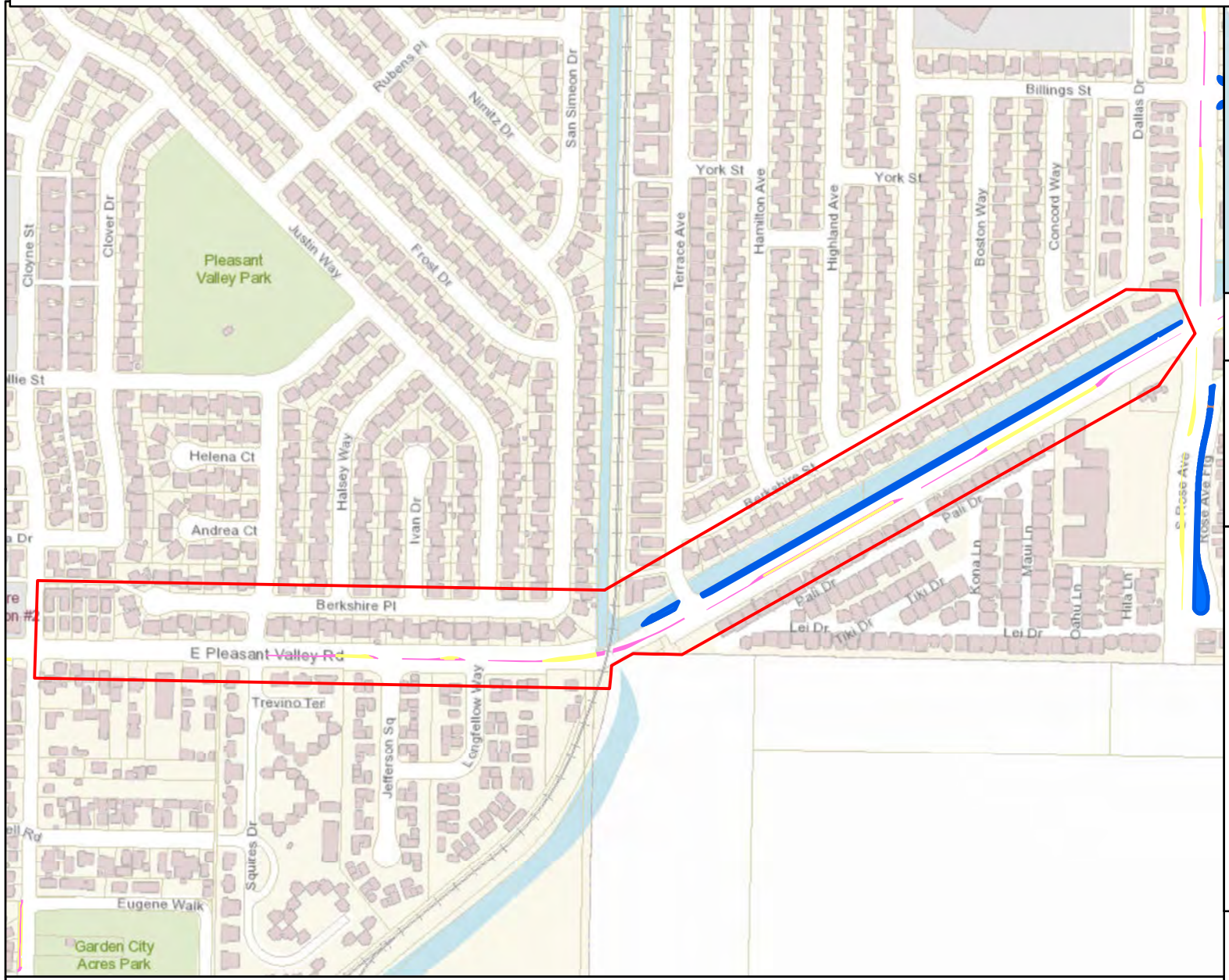
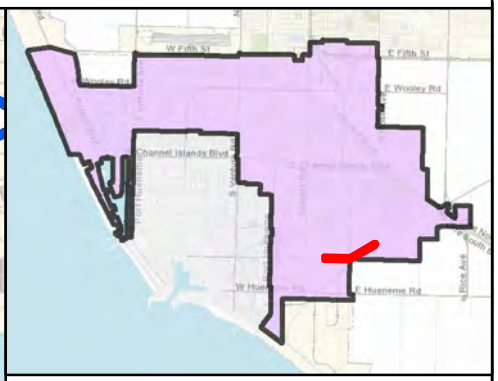
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 18 OF 27, PLEASANT VALLEY RD 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,788.32 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 3600 3800 4000 Feet

N

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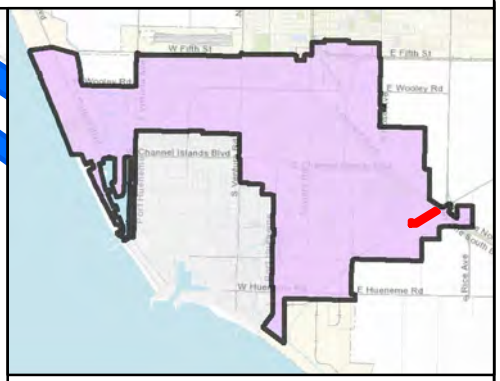
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 20 OF 27, PLEASANT VALLEY RD 4



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,985.6 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 Feet

N

CITY OF OXNARD CALIFORNIA

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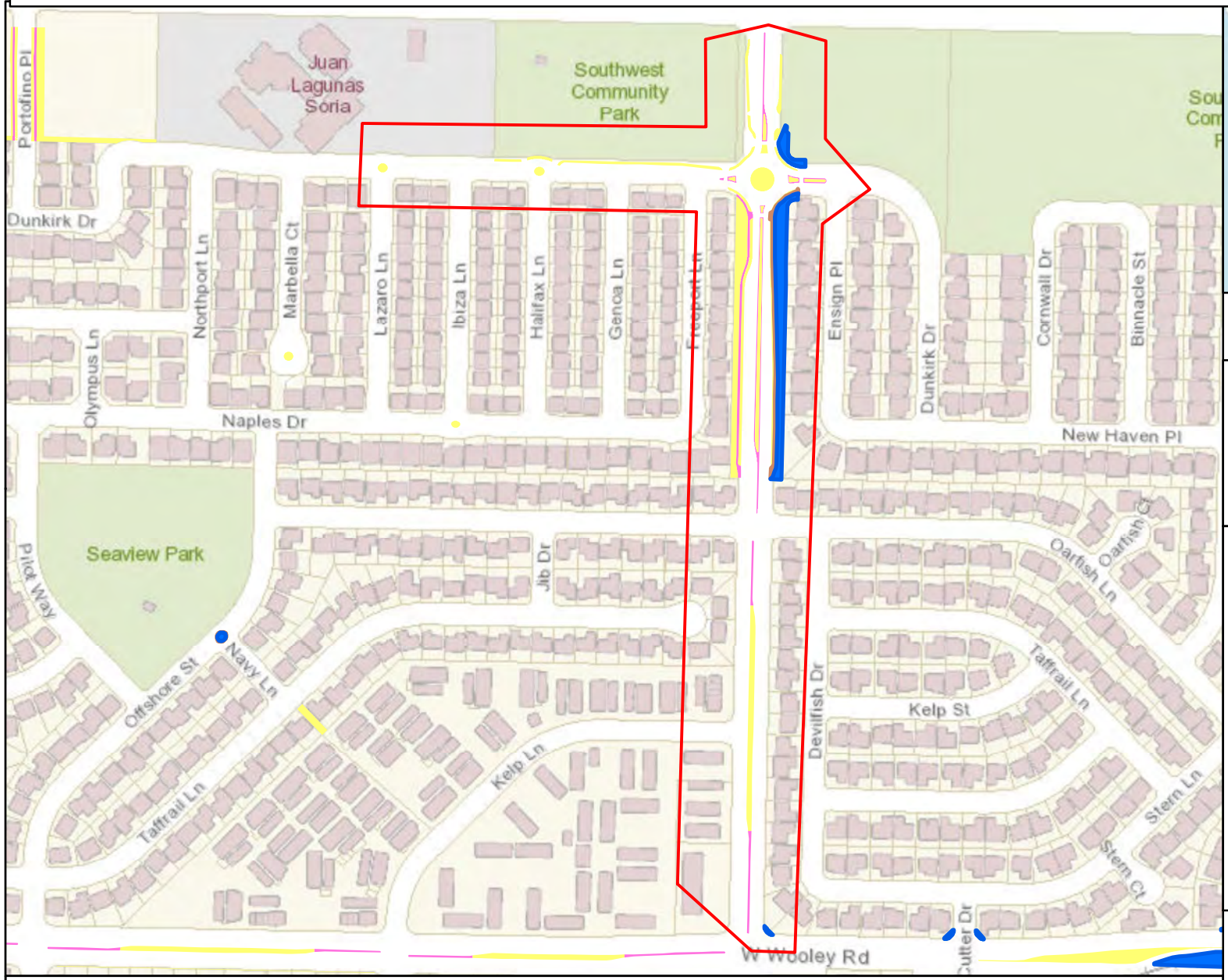
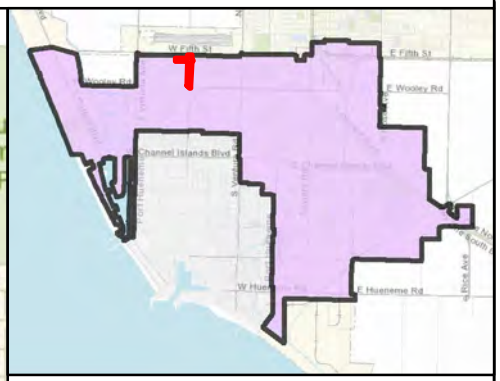
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 21 OF 27, PATTERSON 1/ DUNKIRK





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,408.9 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,380.72 SQ FT
~0.12 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 Feet

N

CITY OF OXNARD CALIFORNIA

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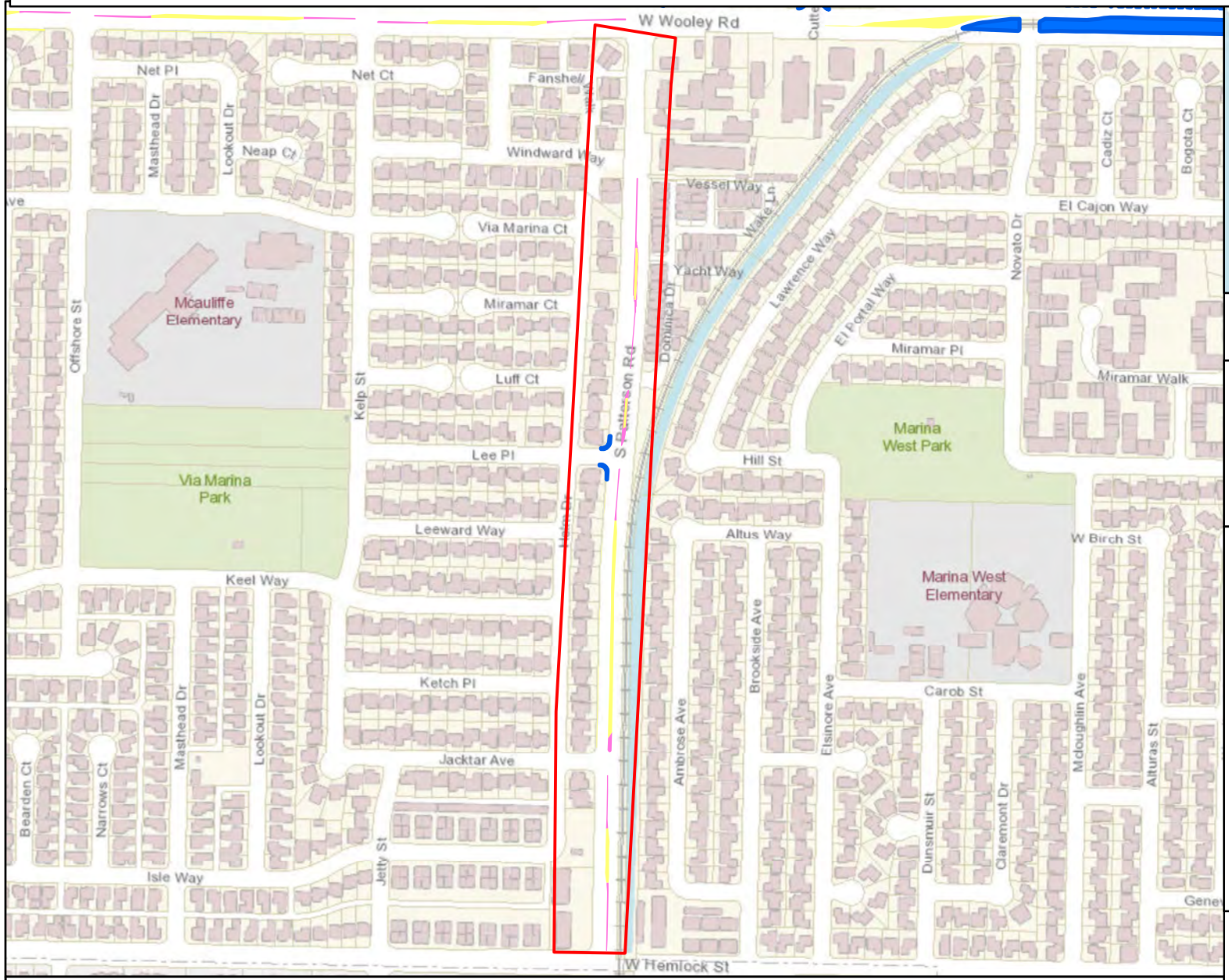
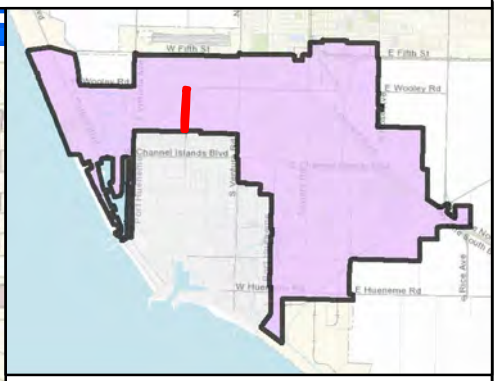
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 22 OF 27, PATTERSON 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~311.08 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 3600 3800 4000 Feet

N

CITY OF OXNARD CALIFORNIA

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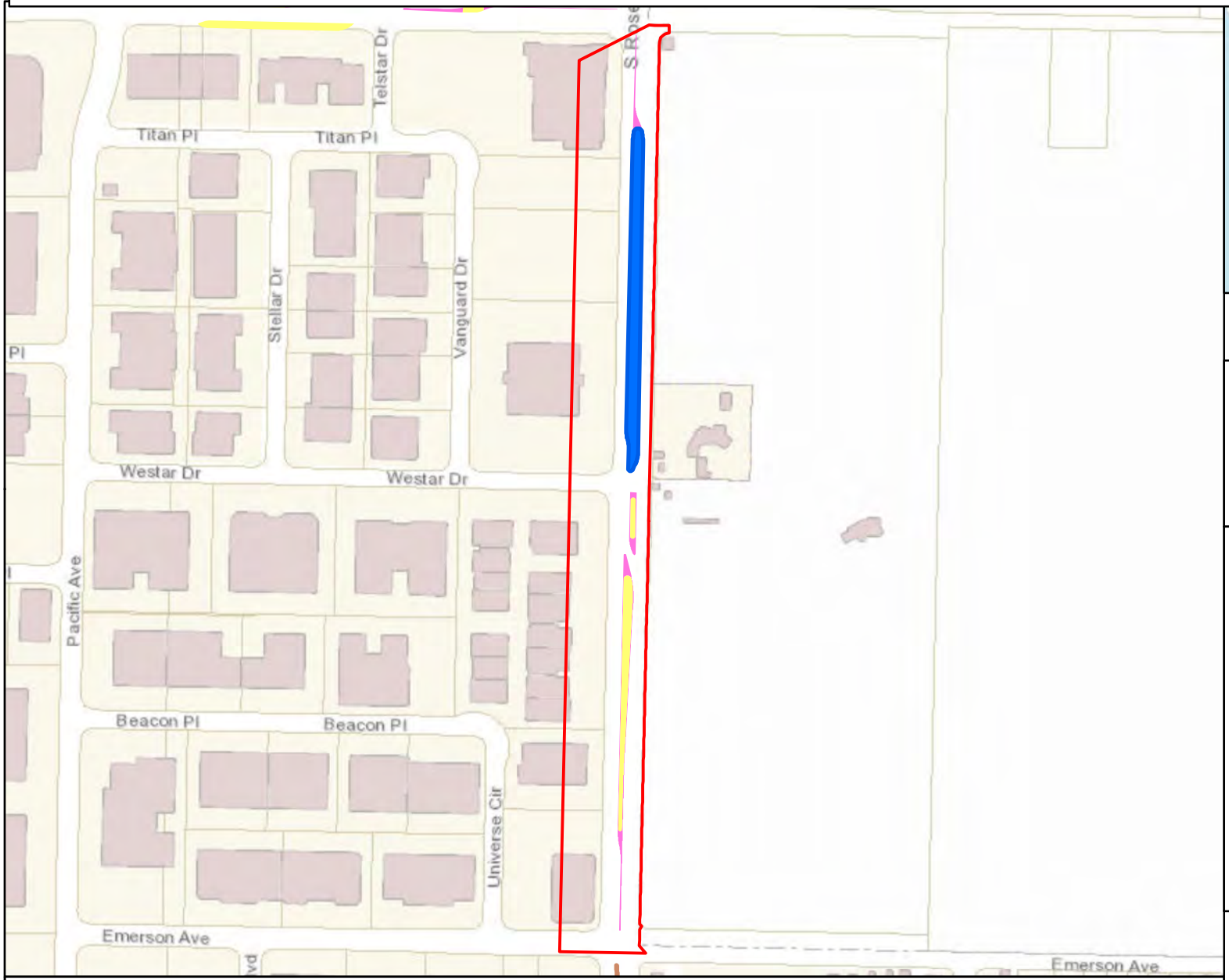
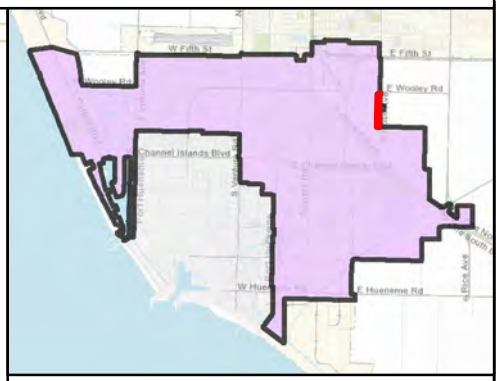
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 23 OF 27, ROSE AVE 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,557.97 SQ FT
~0.7 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 Feet

N

CITY OF OXNARD CALIFORNIA

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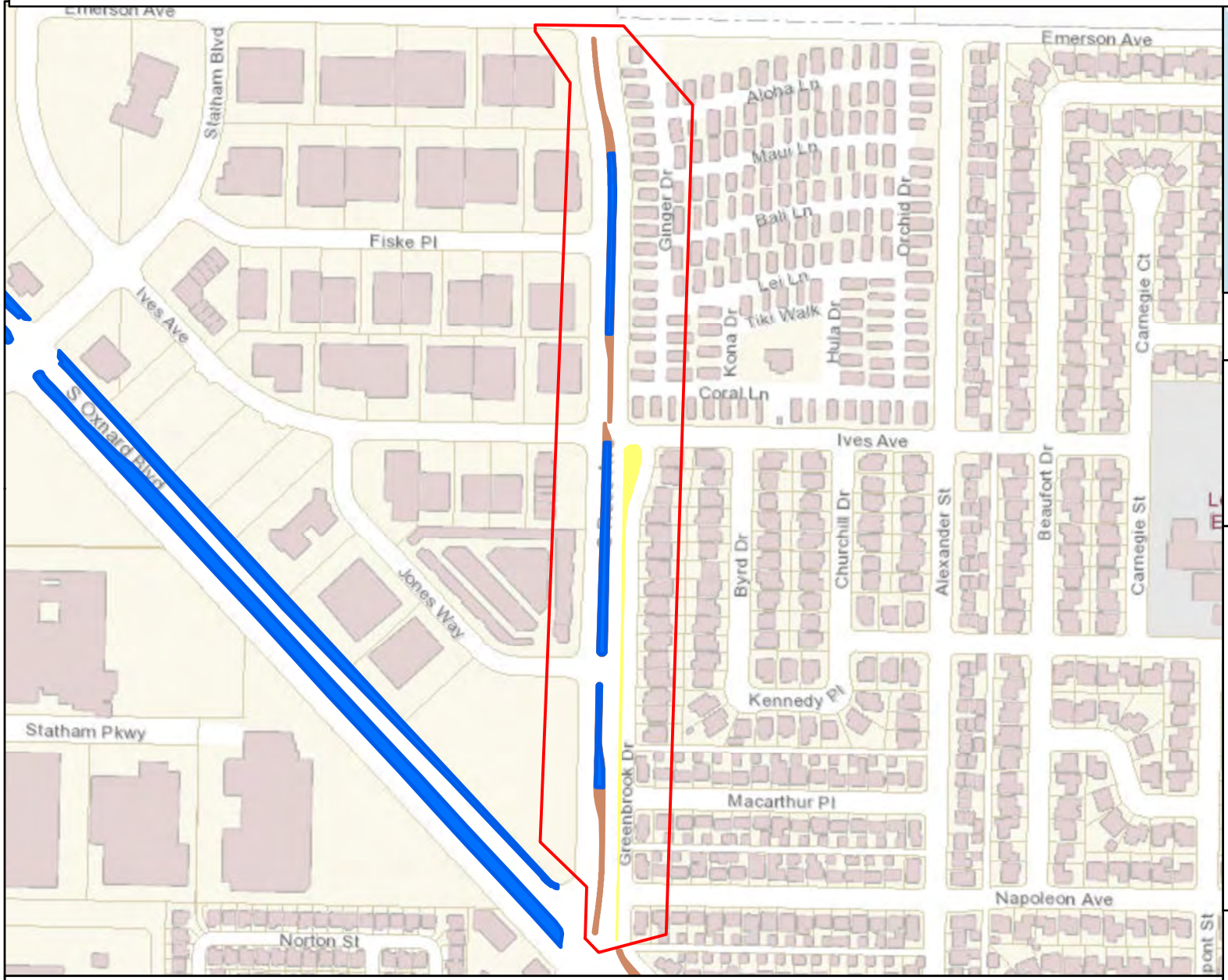
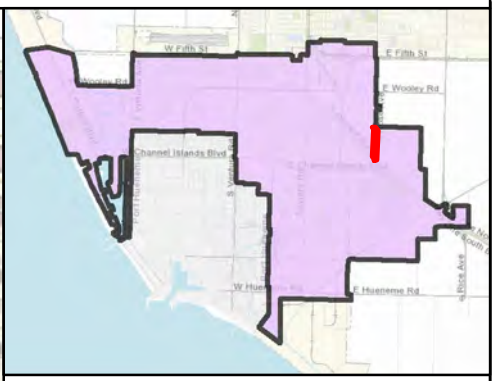
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 24 OF 27, ROSE AVE 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,467.18 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,647.64 SQ FT
~0.22 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 Feet

N

CITY OF OXNARD CALIFORNIA

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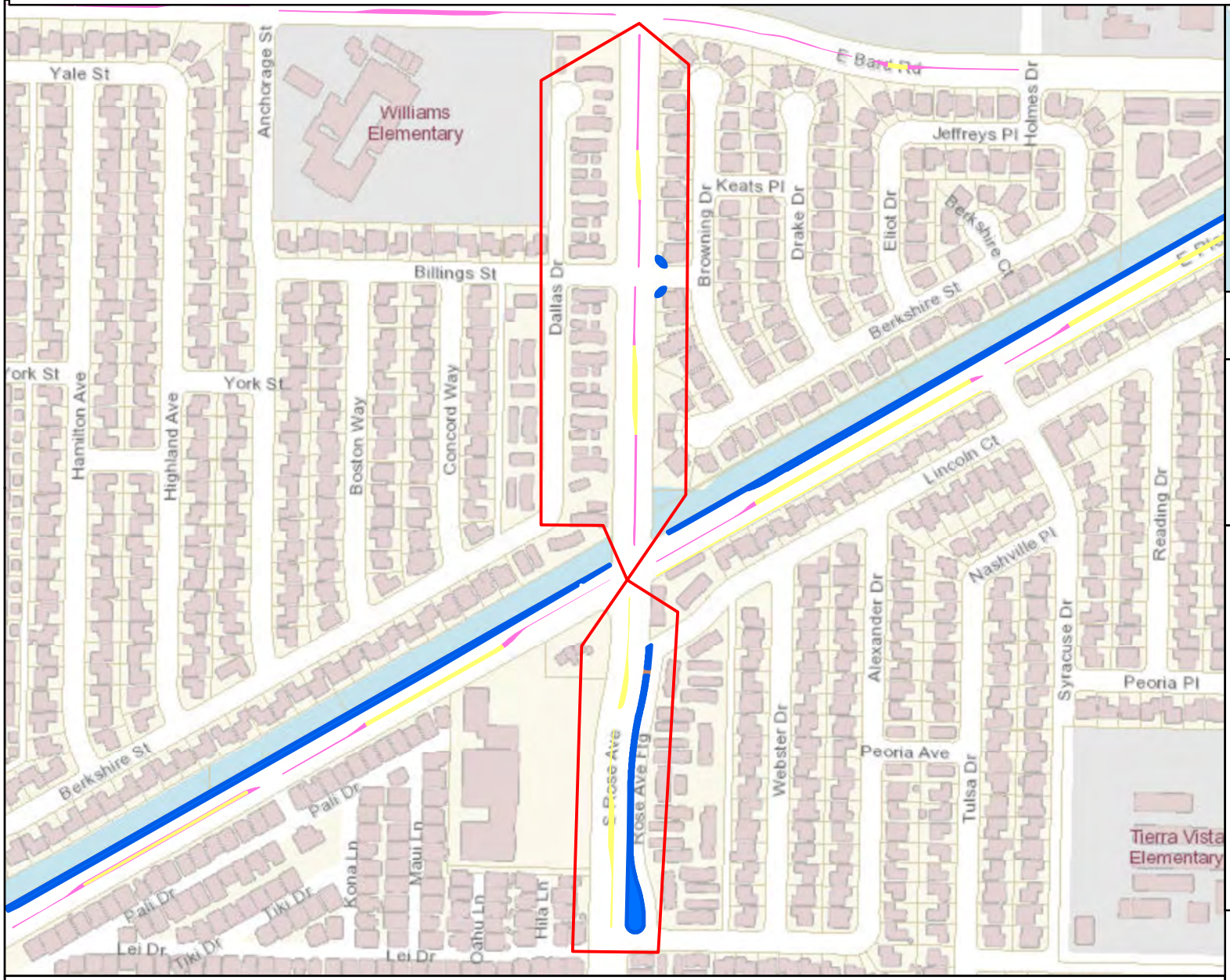
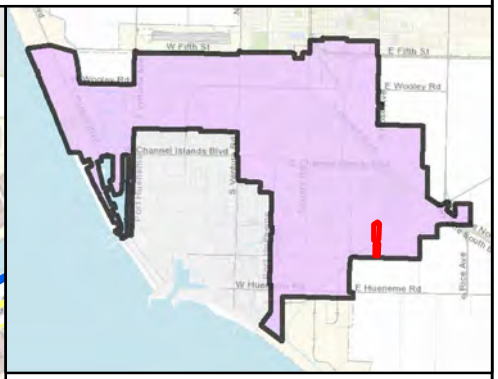
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 25 OF 27, ROSE AVE 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,615.01 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~200.48 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 Feet

N

CITY OF OXNARD CALIFORNIA

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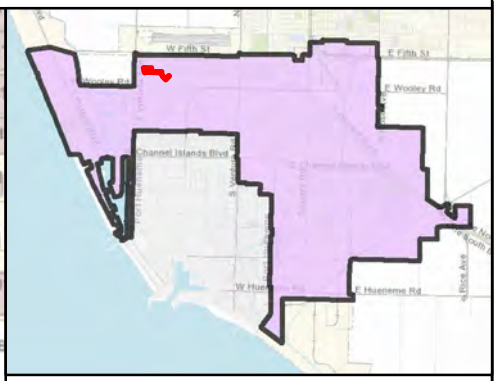
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 26 OF 27, SEAVIEW



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,105.79 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~157.43 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 Feet

N

CITY OF OXNARD CALIFORNIA

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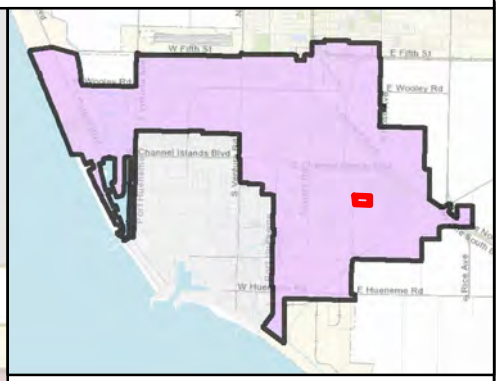
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 27 OF 27, TERRACE DR AND GARY DR



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~961.15 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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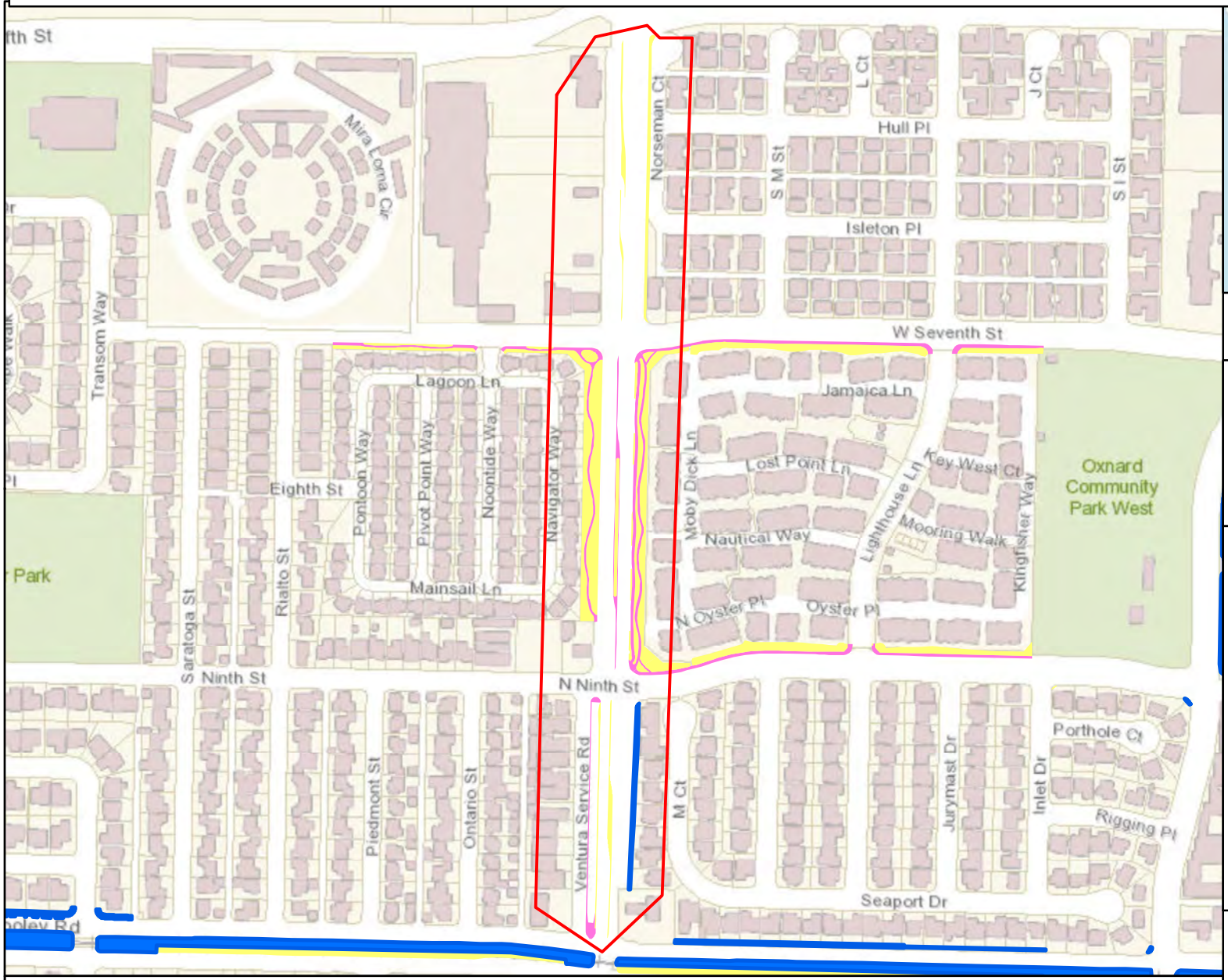
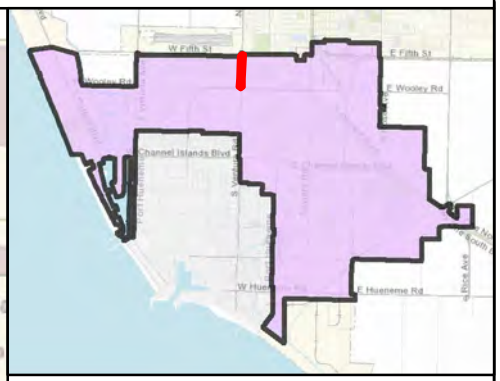
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 28 OF 27, VENTURA 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,468.81 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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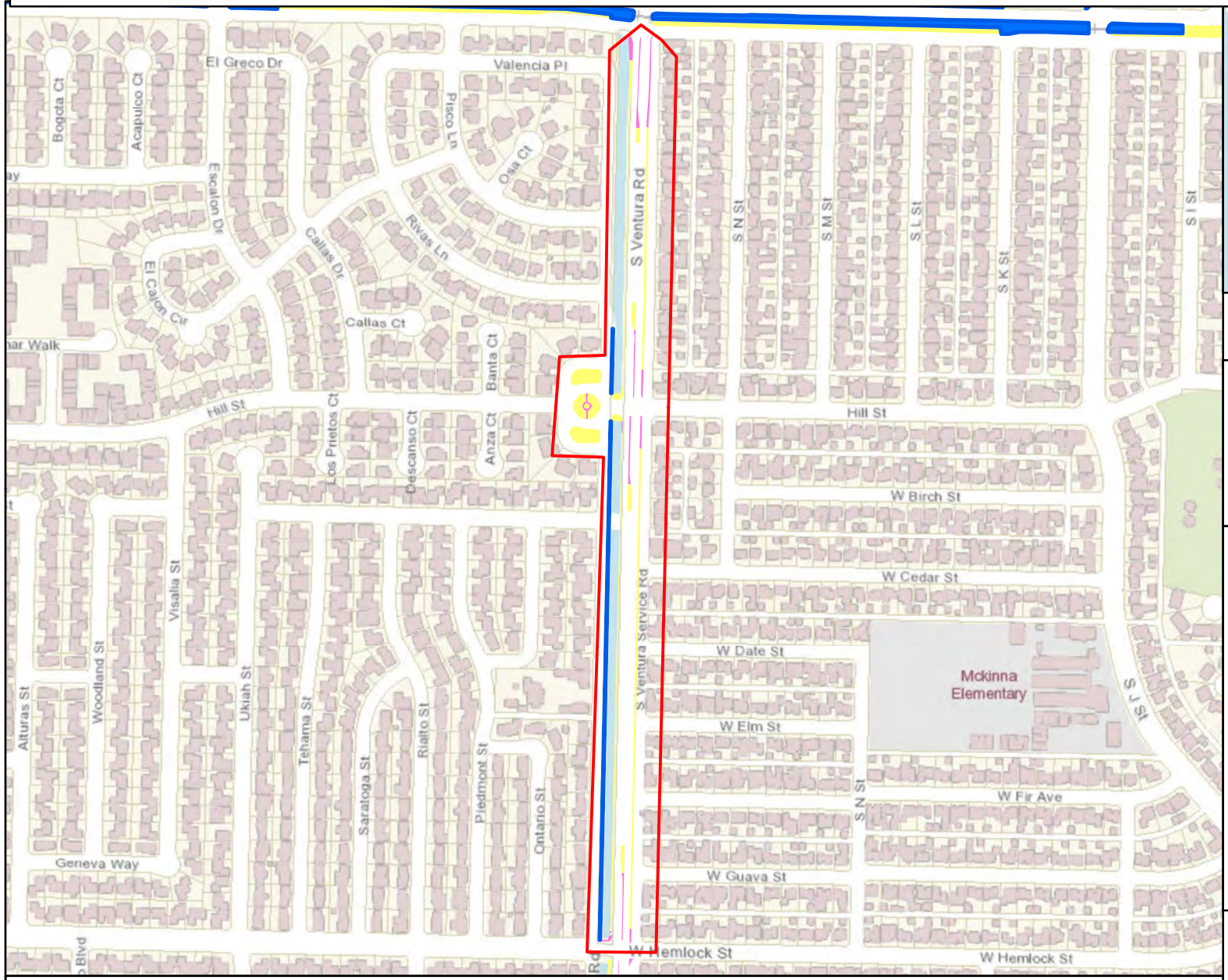
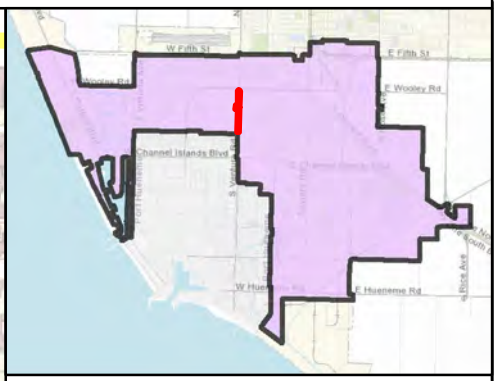
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 29 OF 27, VENTURA 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,273.51 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 3600 3800 4000 Feet

N

CITY OF OXNARD CALIFORNIA

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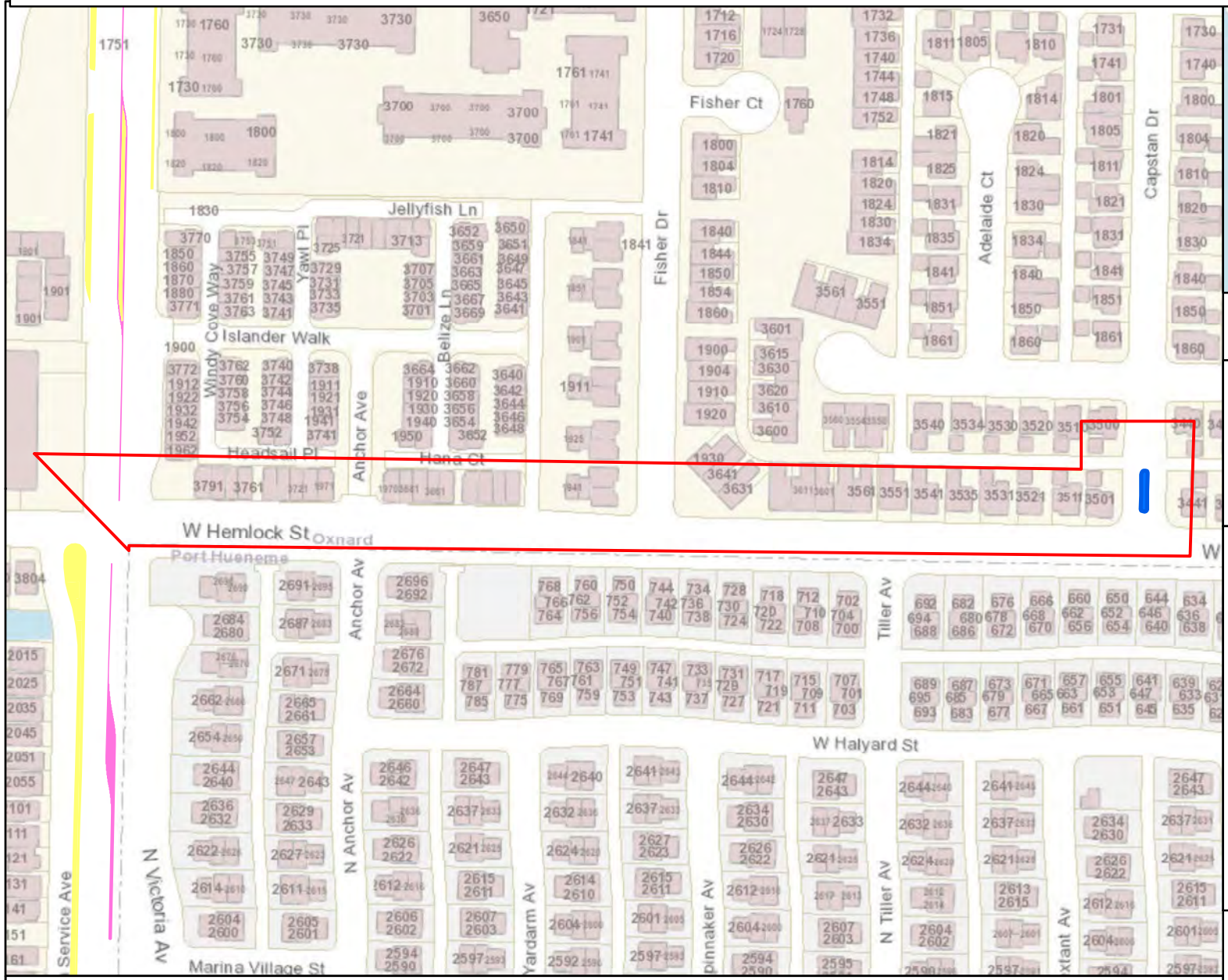
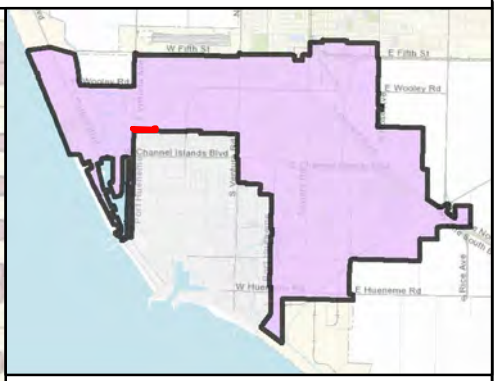
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 30 OF 27, VICTORIA 3 / HEMLOCK





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~646.91 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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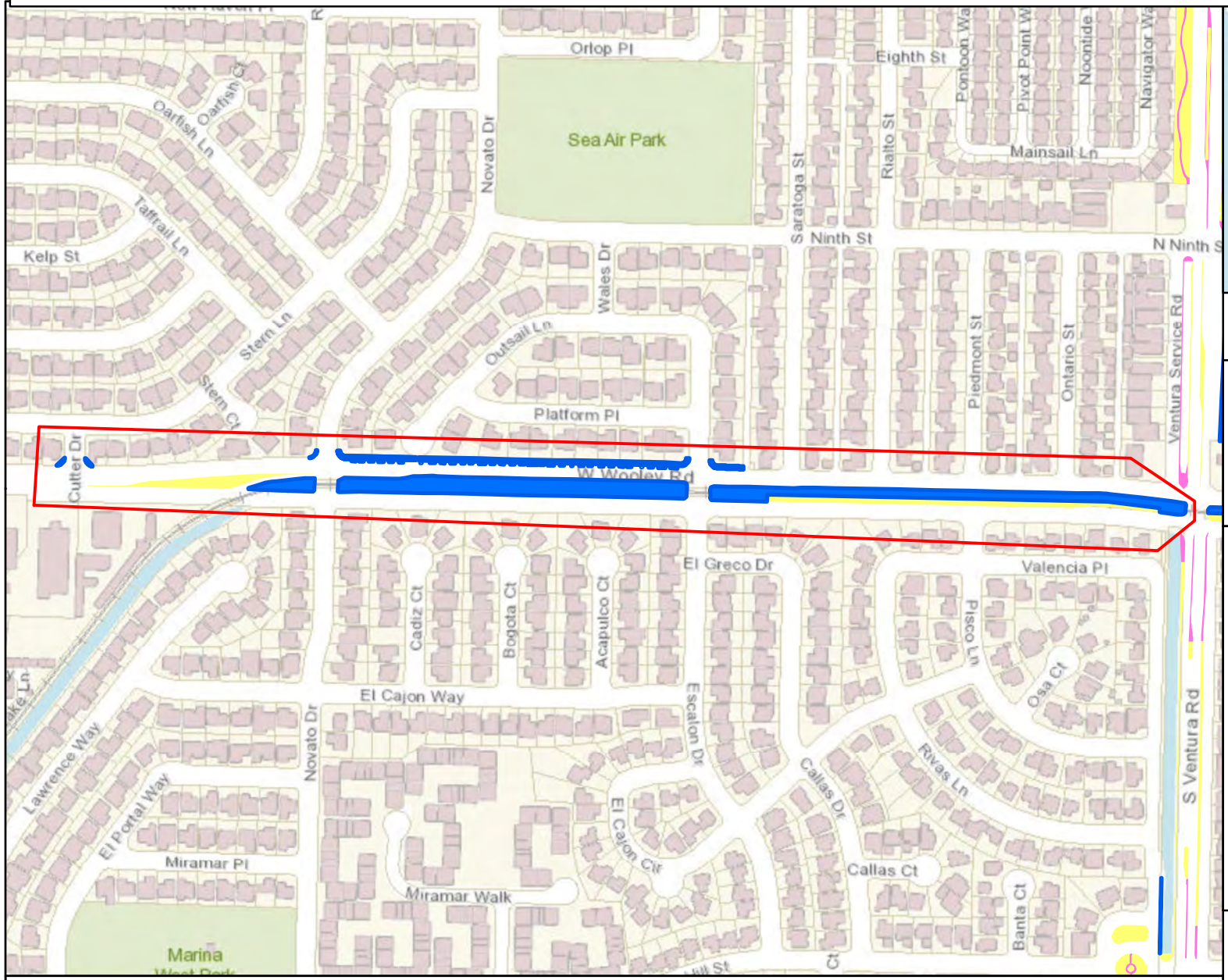
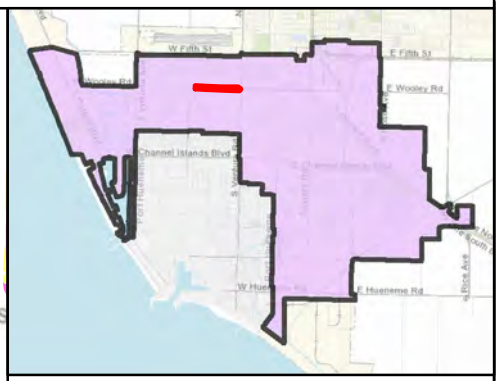
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 31 OF 27, WOOLEY 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~110,766.82 SQ FT
~2.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~107.47 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 Feet

N

CITY OF OXNARD CALIFORNIA

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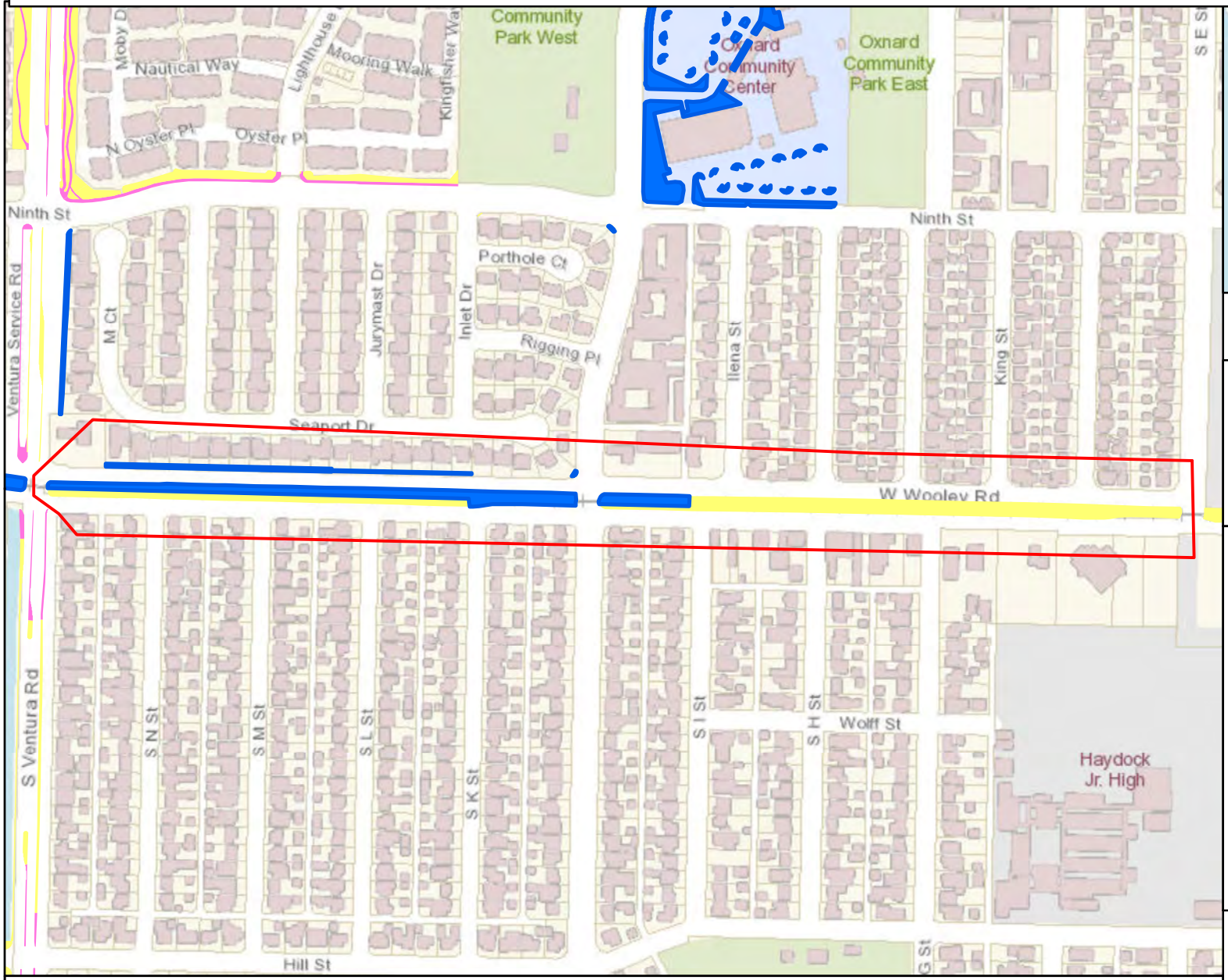
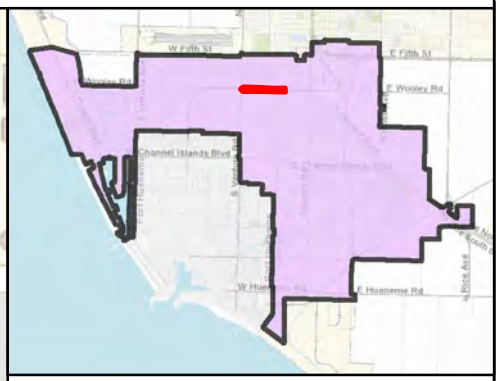
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 32 OF 27, WOOLEY 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~53,118.04 SQ FT
~1.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 Feet

N

CITY OF OXNARD CALIFORNIA

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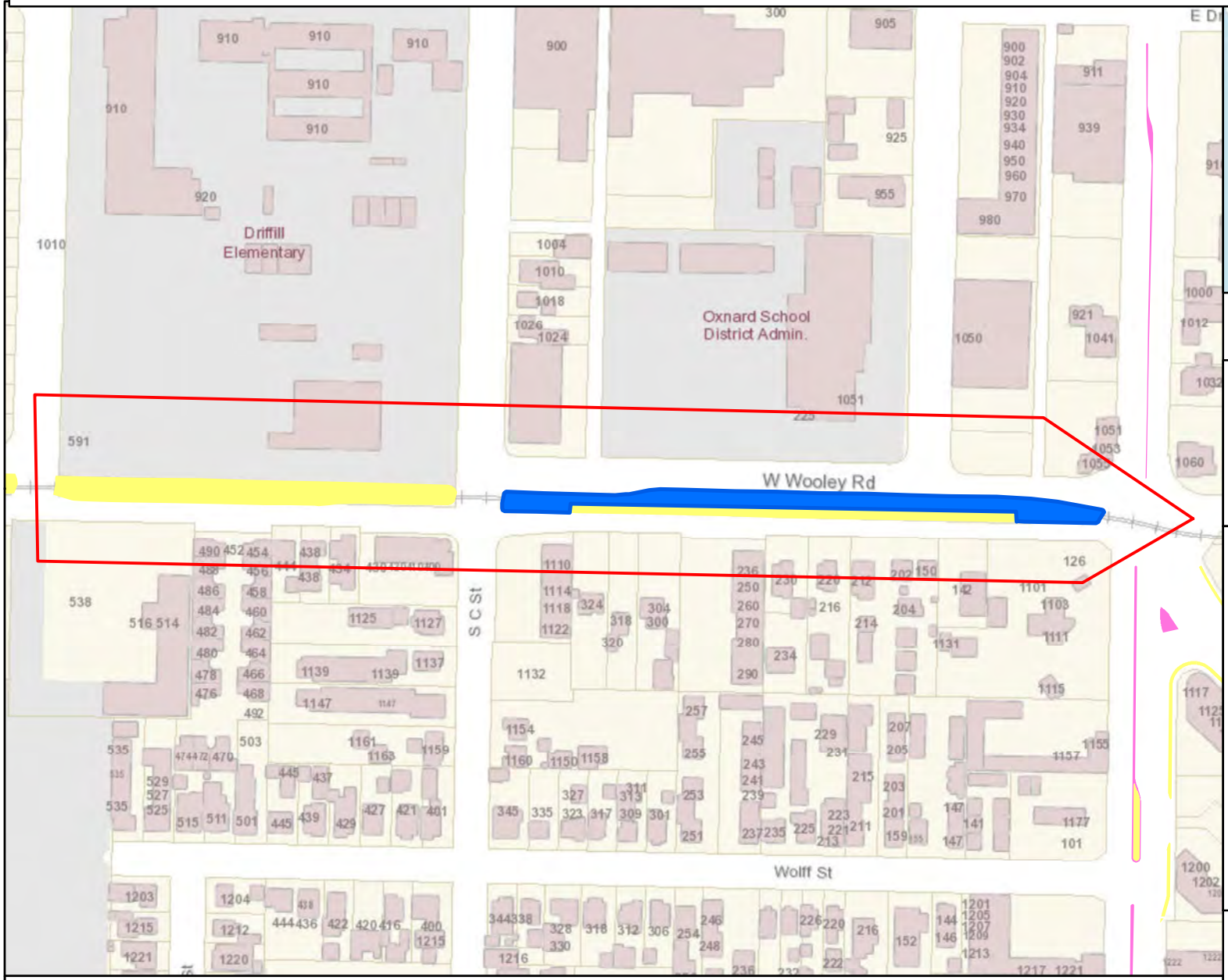
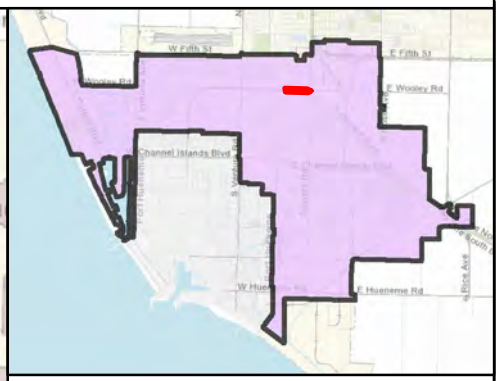
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 33 OF 27, WOOLEY 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,330.25 SQ FT
~0.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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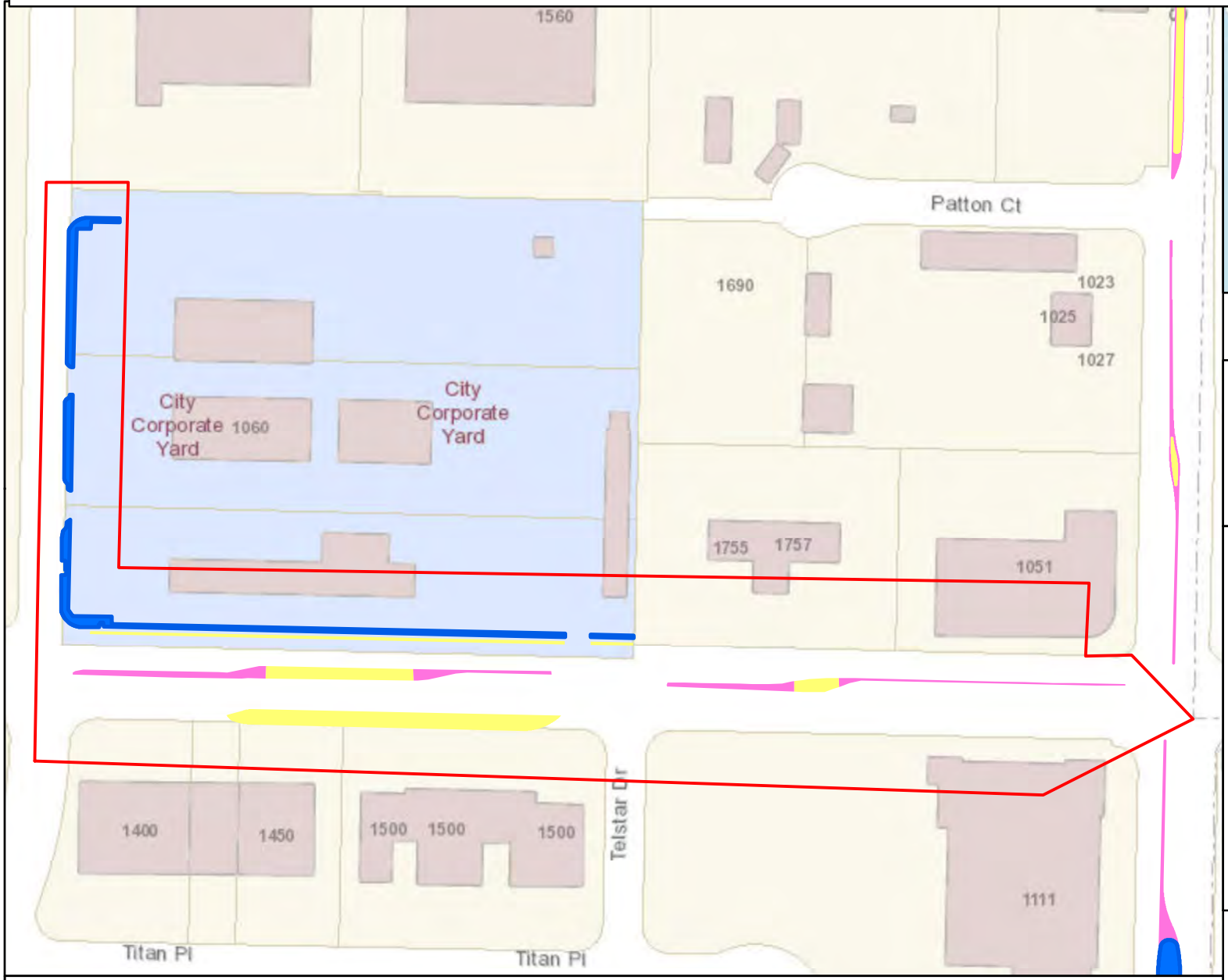
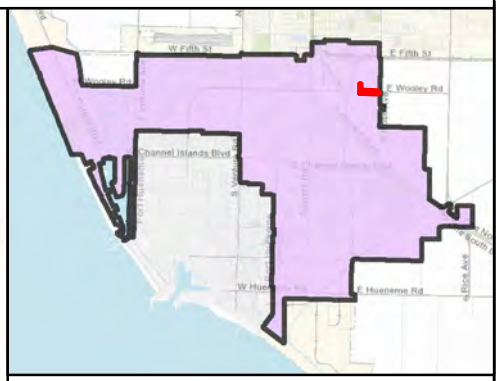
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 34 OF 27, WOOLEY 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,967.09 SQ FT
~0.18 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 Feet

N

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Garcia's Landscaping Maintenance, Inc

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 1

(4) Schedule of Services: **Monthly Landscaping Maintenance located in Median ways located within Region 1** of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $1,900,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Tenley Garcia

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

FOR VENDOR:

Garcia's Landscaping Maintenance, Inc
Attn: Tenley Garcia
2102 Hughes Drive
Oxnard, CA 93033

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Region 1 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 M3(1)
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

John C. Zaragoza, Mayor[1] Date 6-29-21
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Manager
☐ , Buyer

GARCIA'S LANDSCAPING MAINTENANCE, INC.

Pablo Garcia, President[2] Date 6/7/21

Tenley Garcia, Secretary Date 6/7/21

ATTEST:

R. Chaparro 6/29/21
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 6-9-21
Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for approval.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager . Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager. Mowing shall occur once a month. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City's designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets
Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in parkways and medians
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

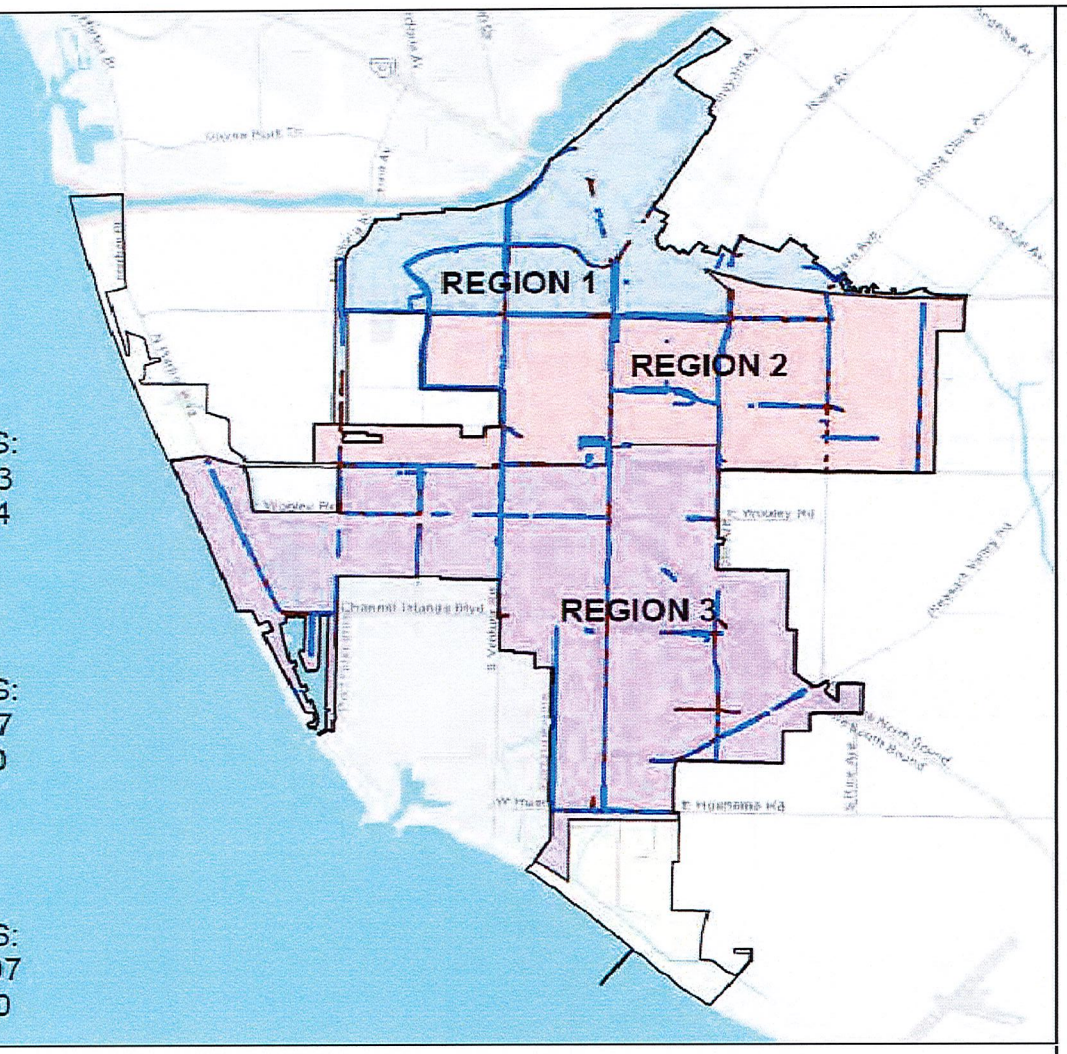
The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 1

	Monthly Cost
Region 1	**$48,000.00**
Non-Selective herbicide applicate	**$225/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**

REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4

REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10

REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES

TREES ALONG ARTERIAL STREETS: ~6,660 TREES

OXNARD

City of Oxnard
Geographic Information Systems
March 2021

0 0.5 1 2 Miles

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Medians & Parkways
Hardscape

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

SAMPLE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
_____
Telephone: (____)_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ___

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I_____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

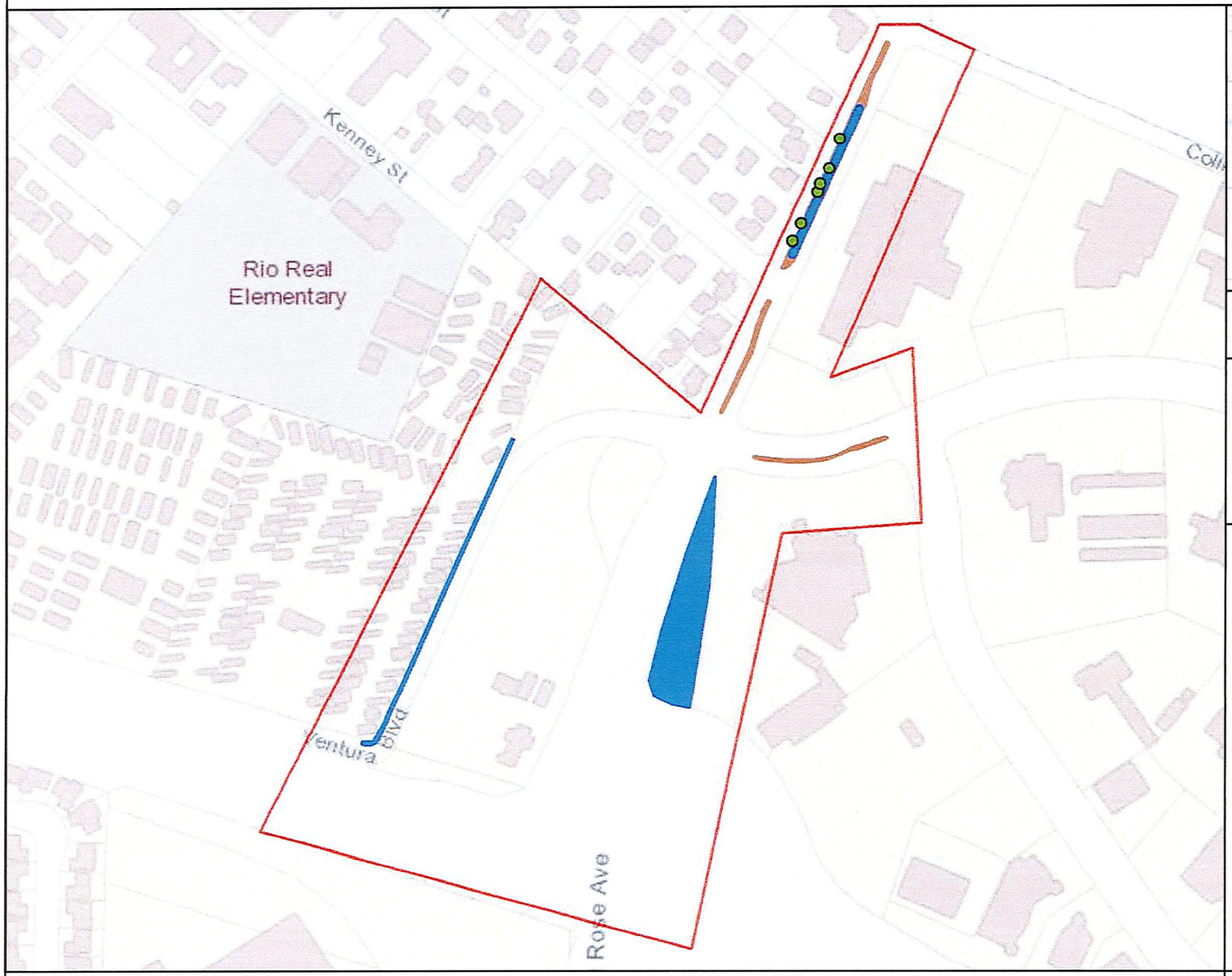
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

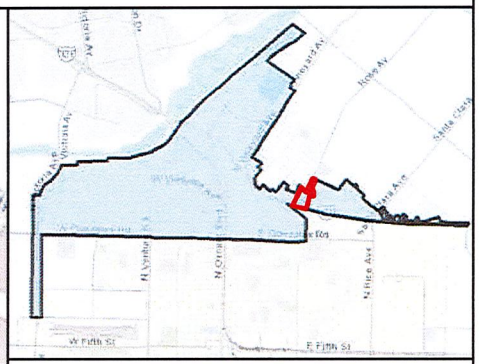
d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 1 WORK DETAIL: PAGE 1 OF 33, AUTO CENTER 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~40,621 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~6,642 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

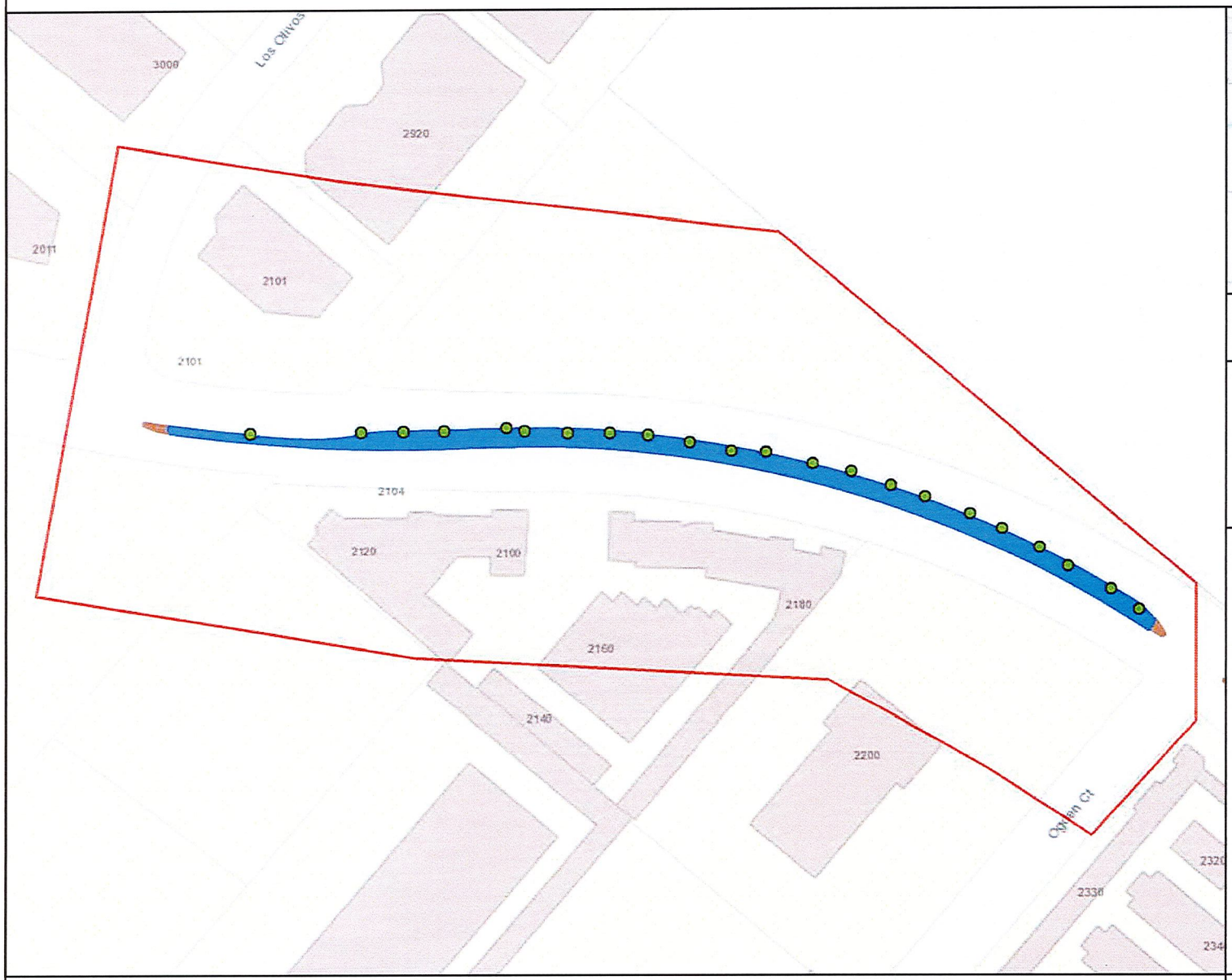
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

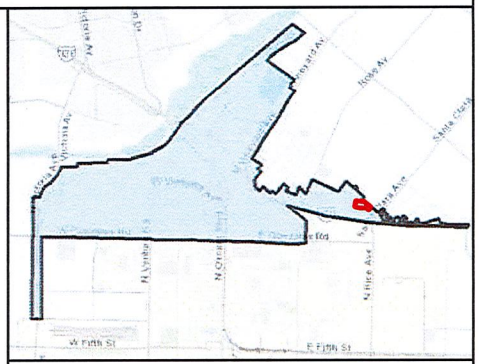
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 2 OF 33, AUTO CENTER 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,328 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~222 SQ FT
~0.01 ACRES

PROJECT TREES:
22 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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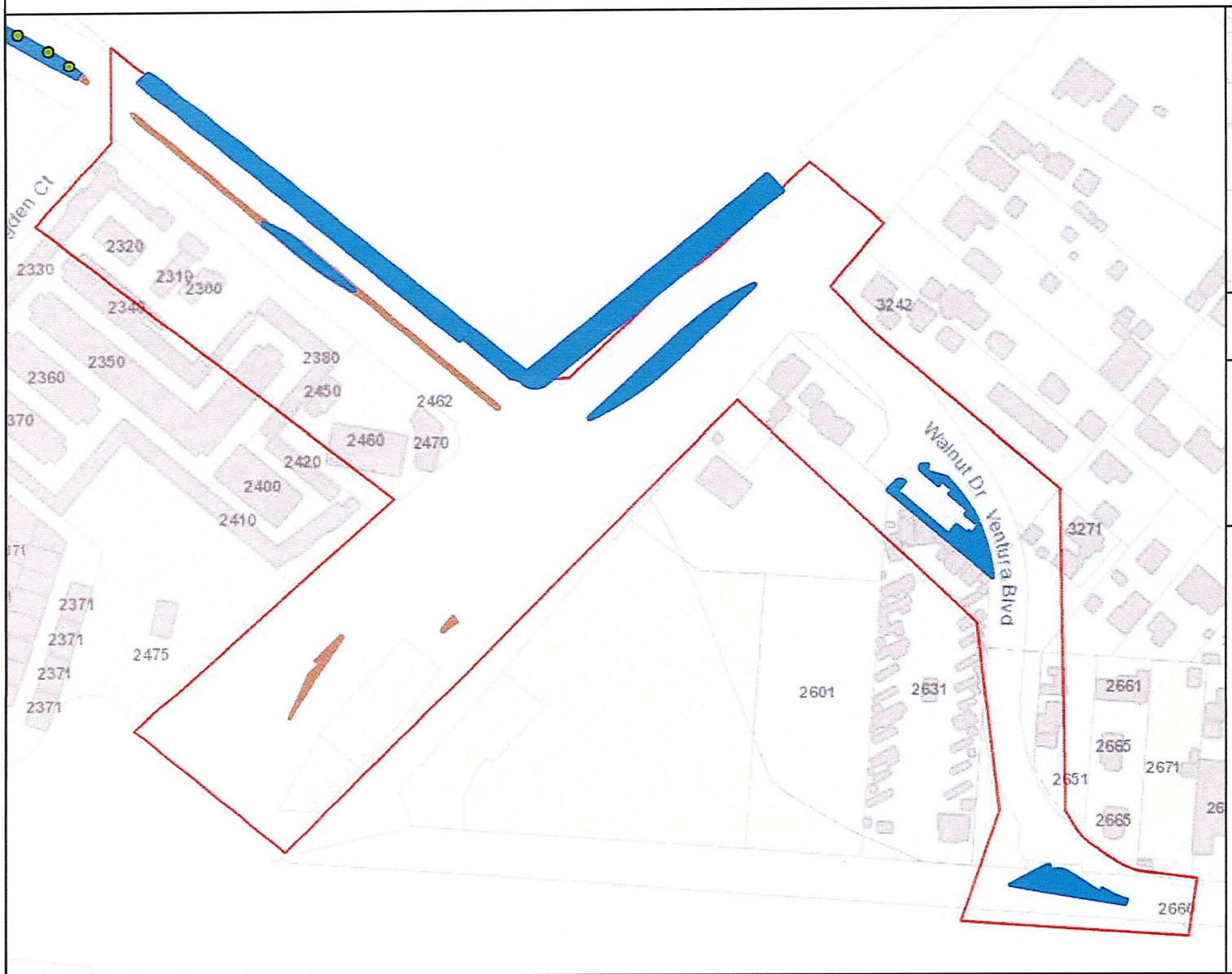
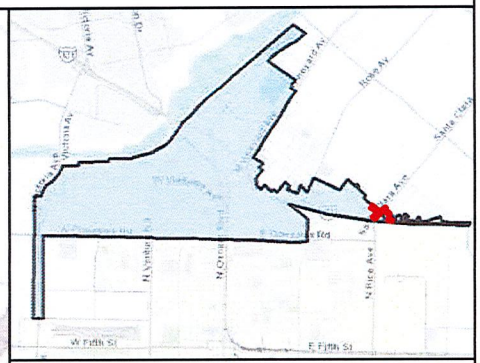
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 3 OF 33, AUTO CENTER 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,861 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,982 SQ FT
~0.09 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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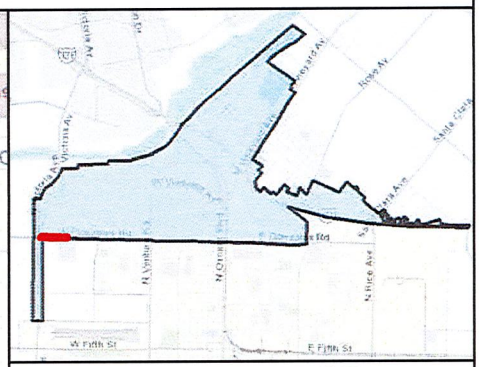
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 4 OF 33, GONZALES 01



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,608 SQ FT
~1.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,446 SQ FT
~0.03 ACRES

PROJECT TREES:
83 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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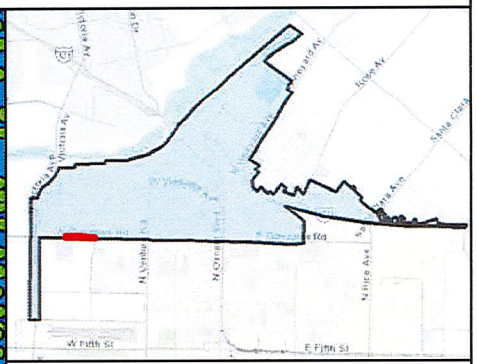
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 5 OF 33, GONZALES 02



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~58,869 SQ FT
~1.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,633 SQ FT
~0.15 ACRES

PROJECT TREES:
67 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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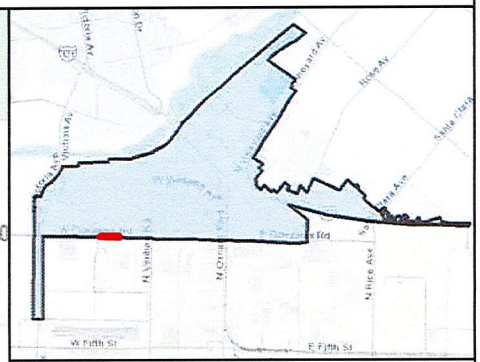
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 6 OF 33, GONZALES 03



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~18,396 SQ FT
~0.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,744 SQ FT
~0.09 ACRES

PROJECT TREES:
111 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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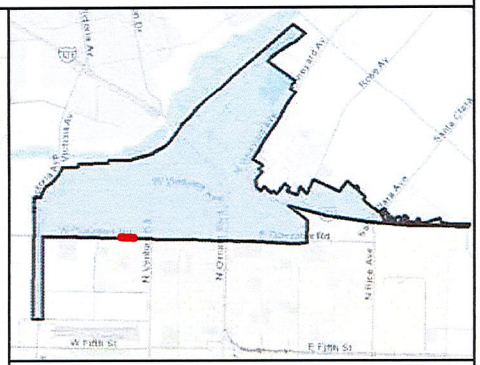
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 7 OF 33, GONZALES 04



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,225 SQ FT
~0.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,537 SQ FT
~0.06 ACRES

PROJECT TREES:
84 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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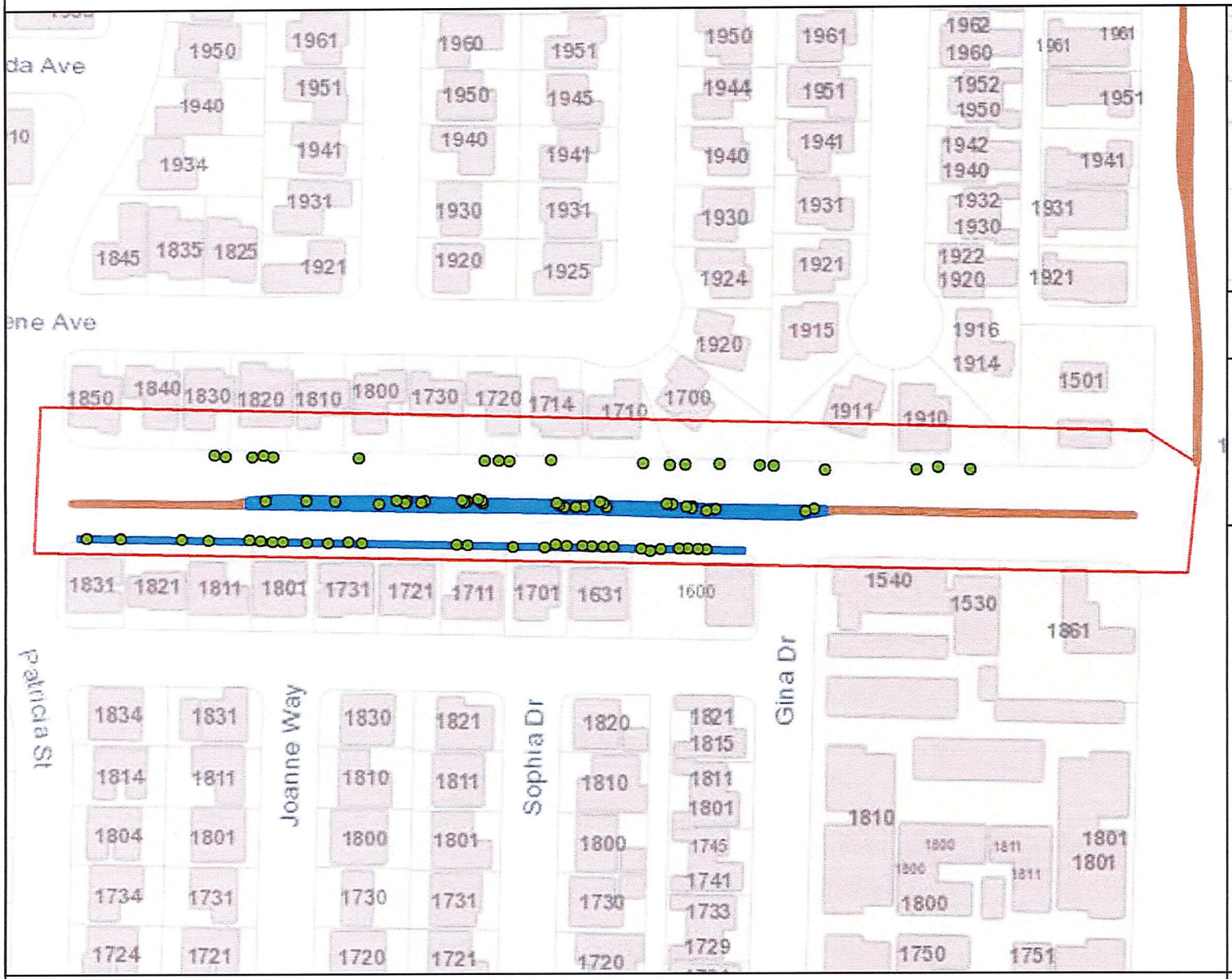
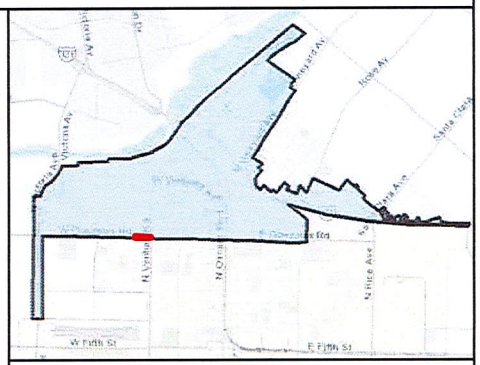
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 8 OF 33, GONZALES 05





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,098 SQ FT
~0.25 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,761 SQ FT
~0.06 ACRES

PROJECT TREES:
81 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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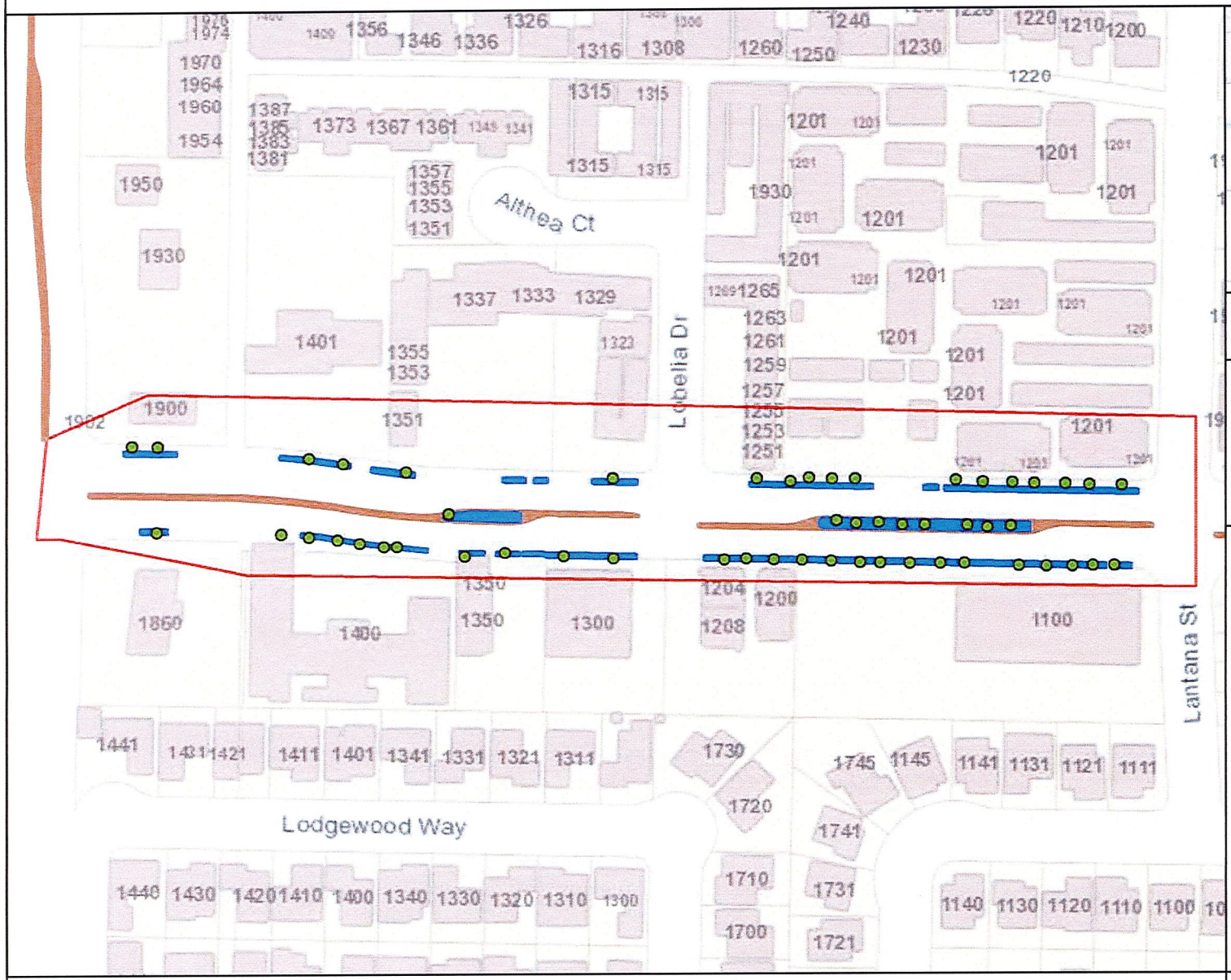
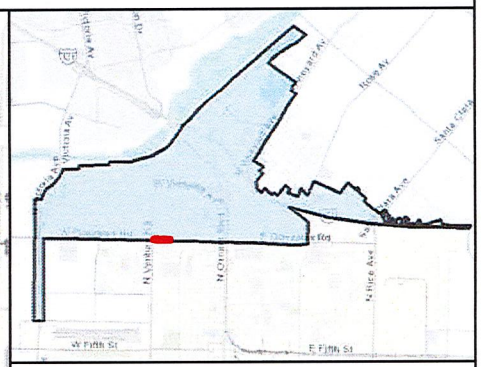
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 9 OF 33, GONZALES 06





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,509 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,307 SQ FT
~0.12 ACRES

PROJECT TREES:
53 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

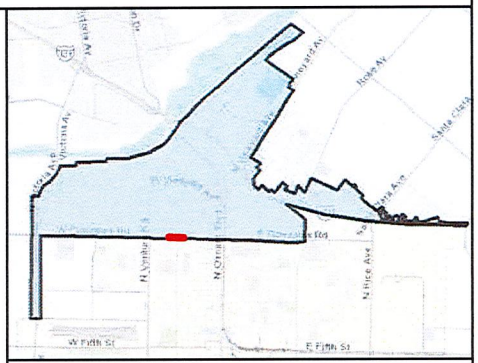
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 10 OF 33, GONZALES 07



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,608 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,834 SQ FT
~0.11 ACRES

PROJECT TREES:
54 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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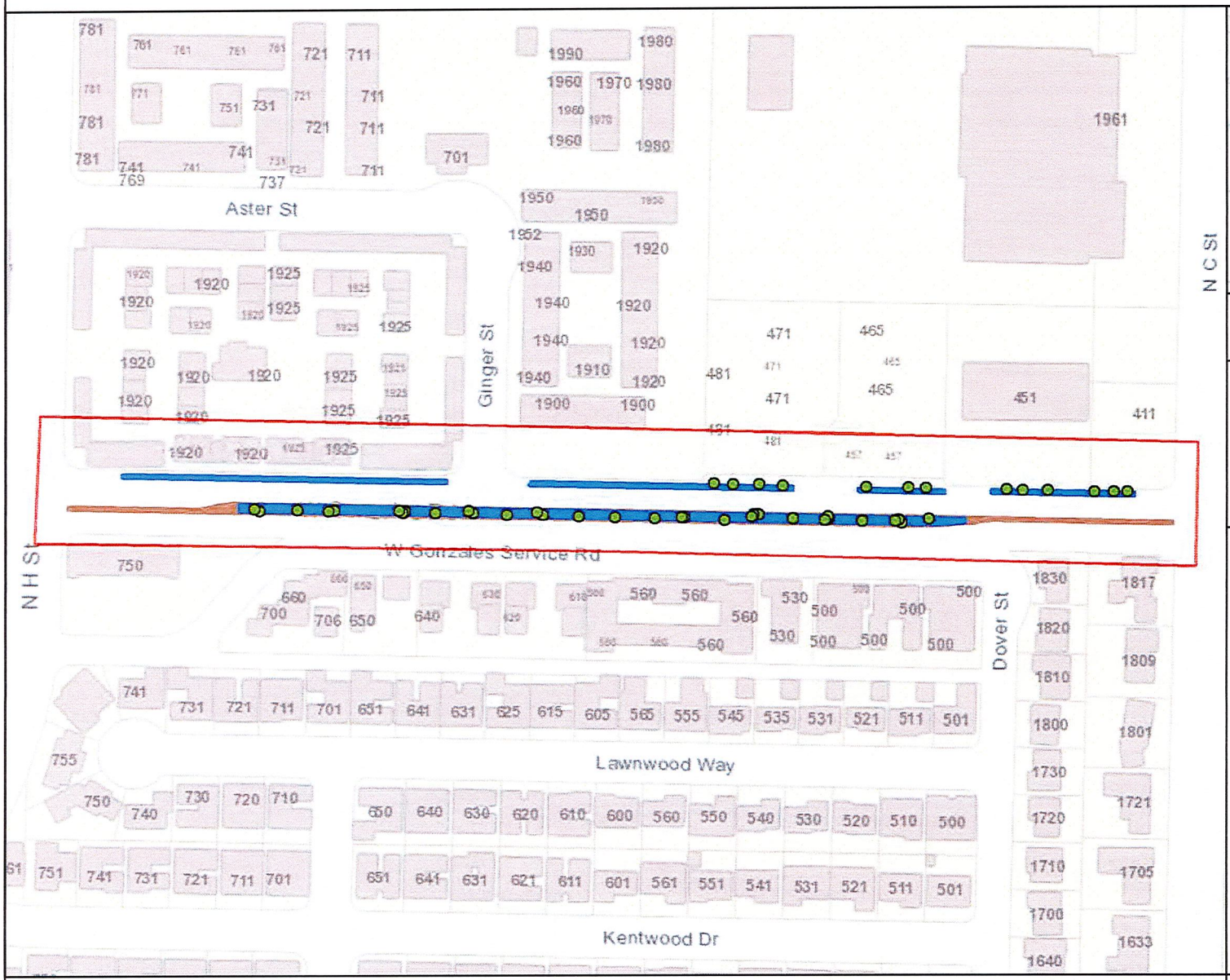
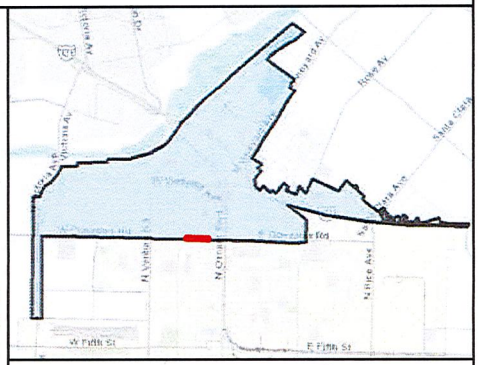
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 11 OF 33, GONZALES 08





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,215 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,594 SQ FT
~0.15 ACRES

PROJECT TREES:
45 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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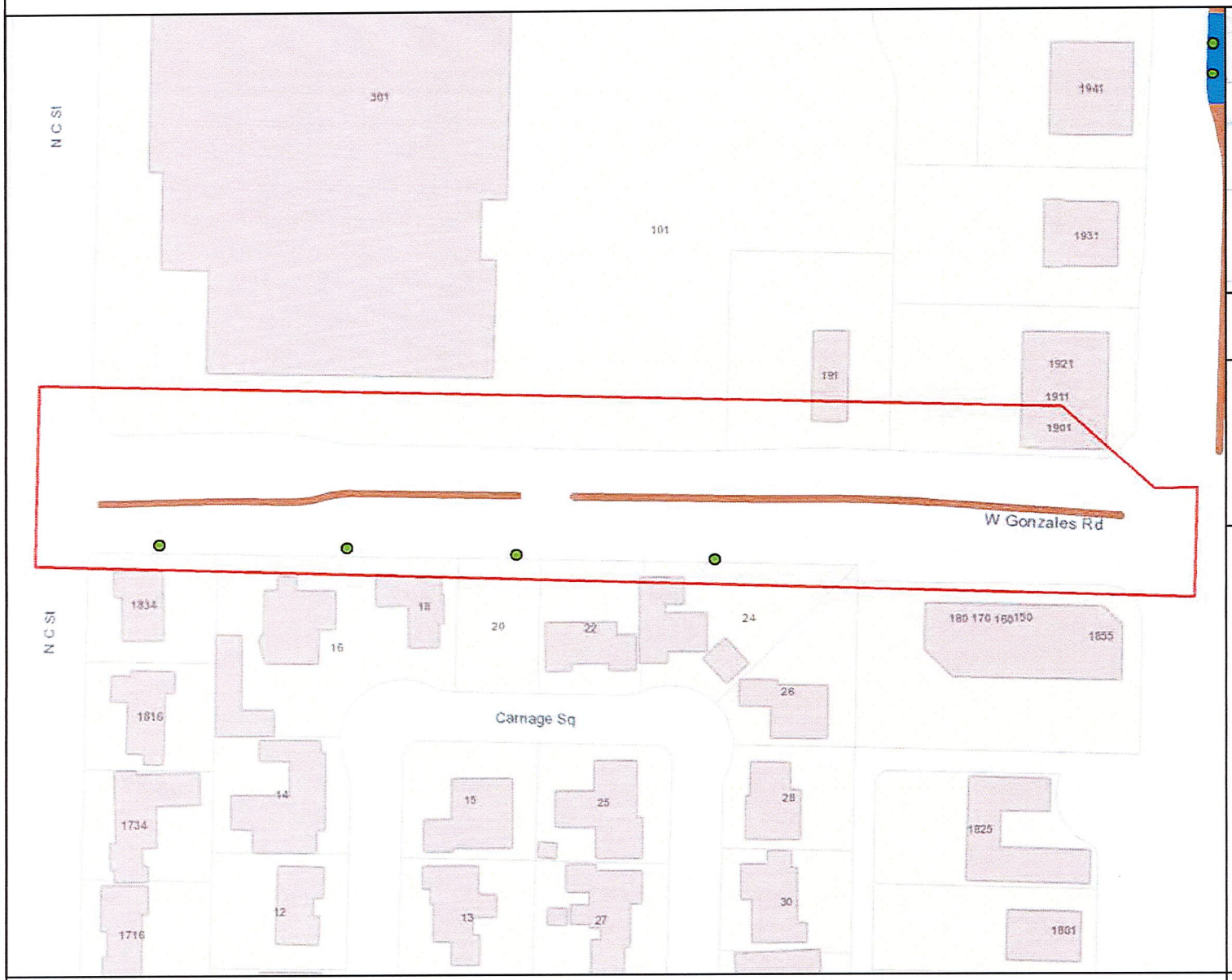
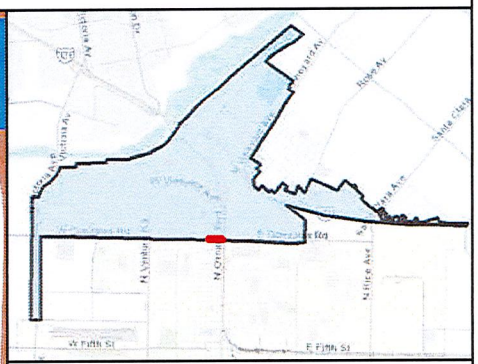
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 12 OF 33, GONZALES 09





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,767 SQ FT
~0.09 ACRES

PROJECT TREES:
4 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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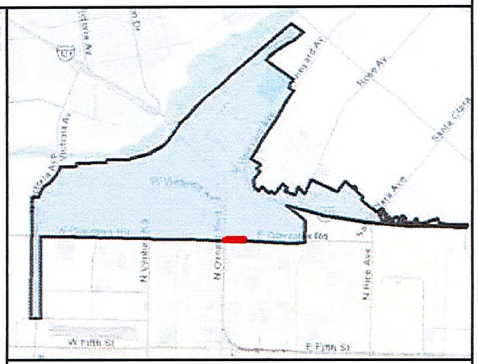
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 13 OF 33, GONZALES 10



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,529 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,330 SQ FT
~0.12 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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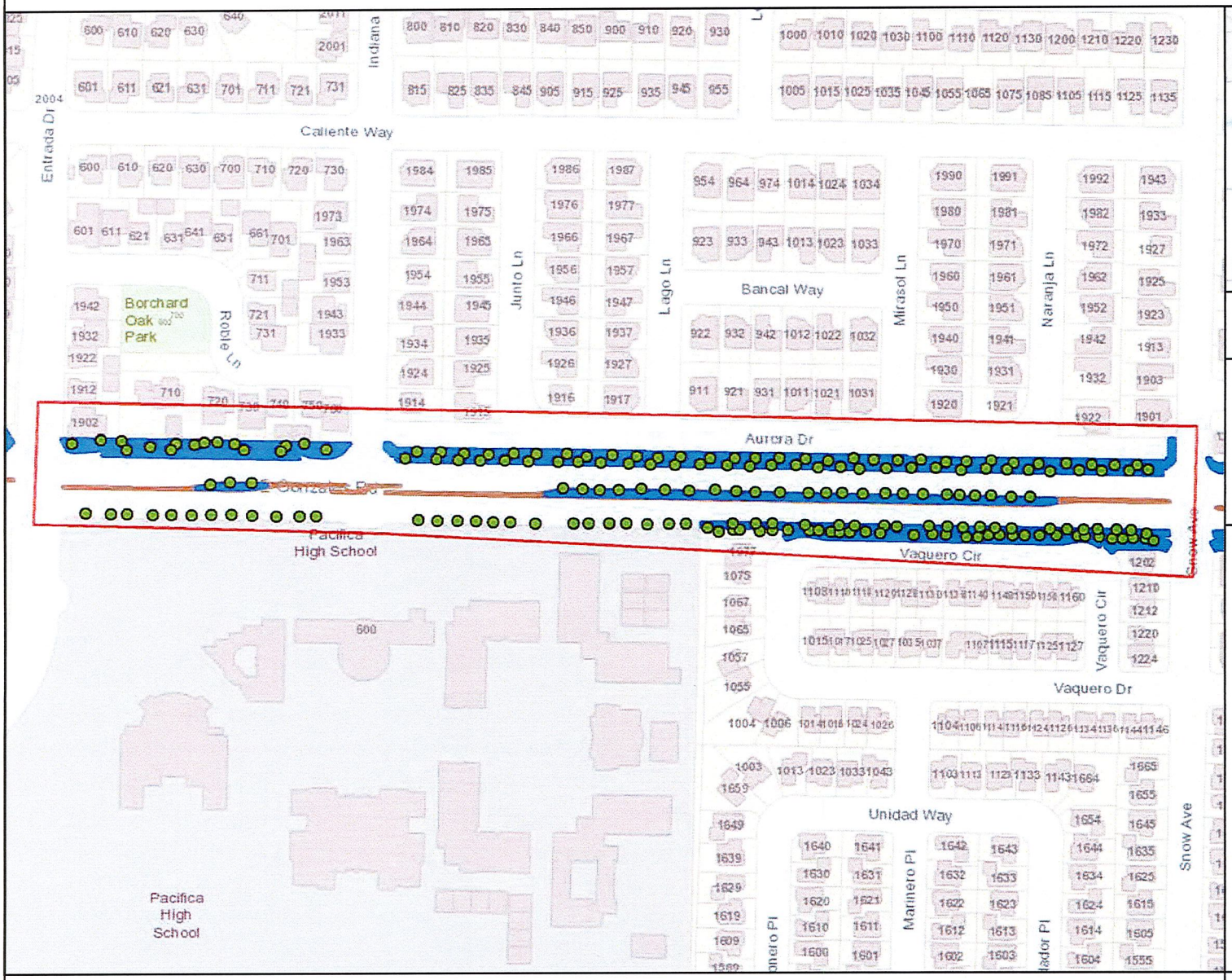
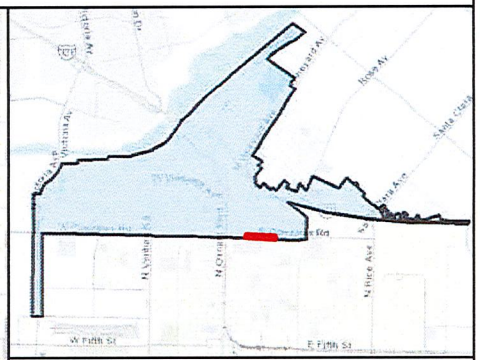
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 14 OF 33, GONZALES 11





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~67,925 SQ FT
~1.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,420 SQ FT
~0.19 ACRES

PROJECT TREES:
186 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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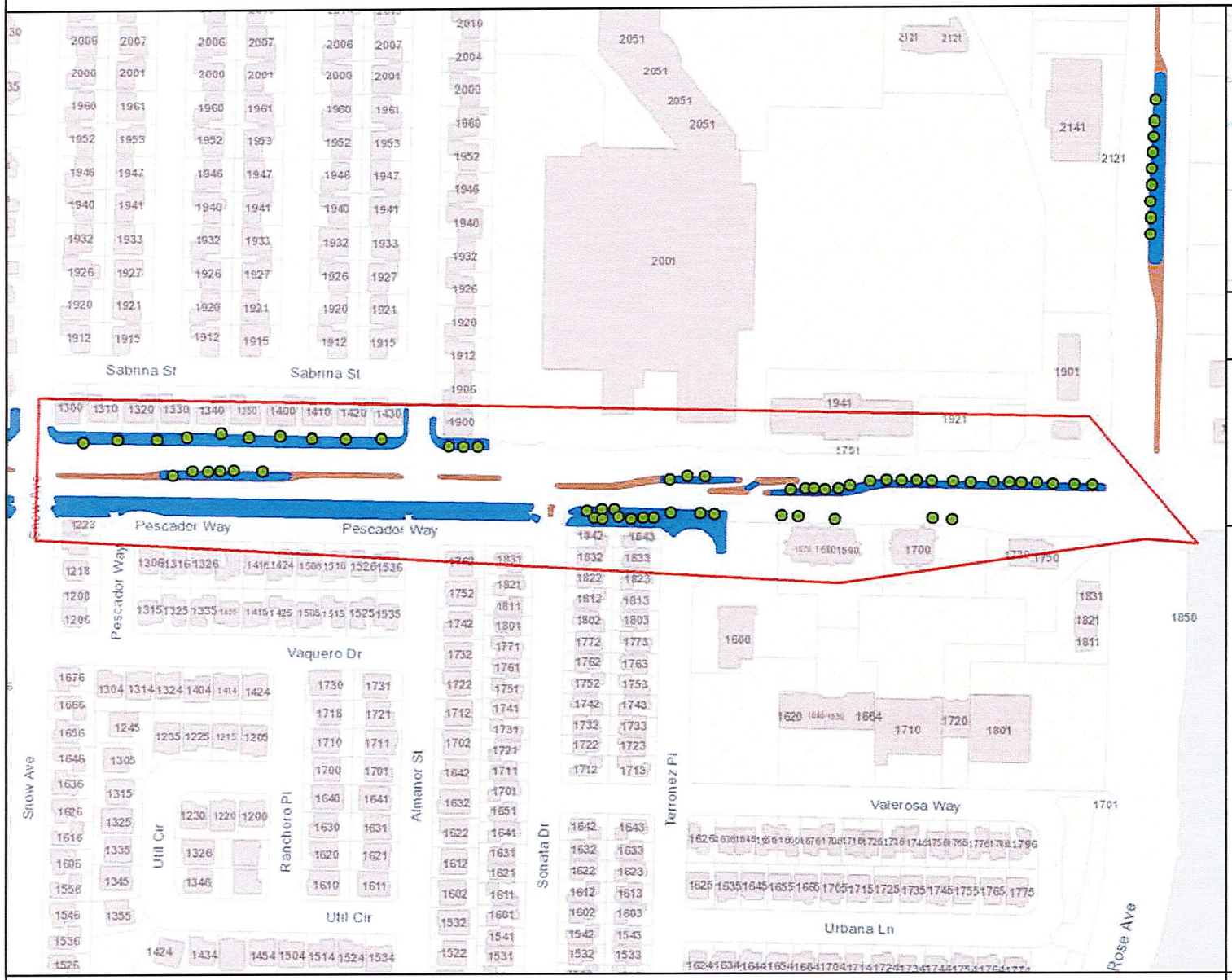
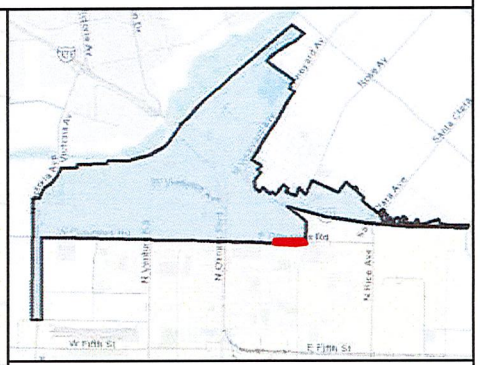
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 15 OF 33, GONZALES 12





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,186 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,371 SQ FT
~0.22 ACRES

PROJECT TREES:
59 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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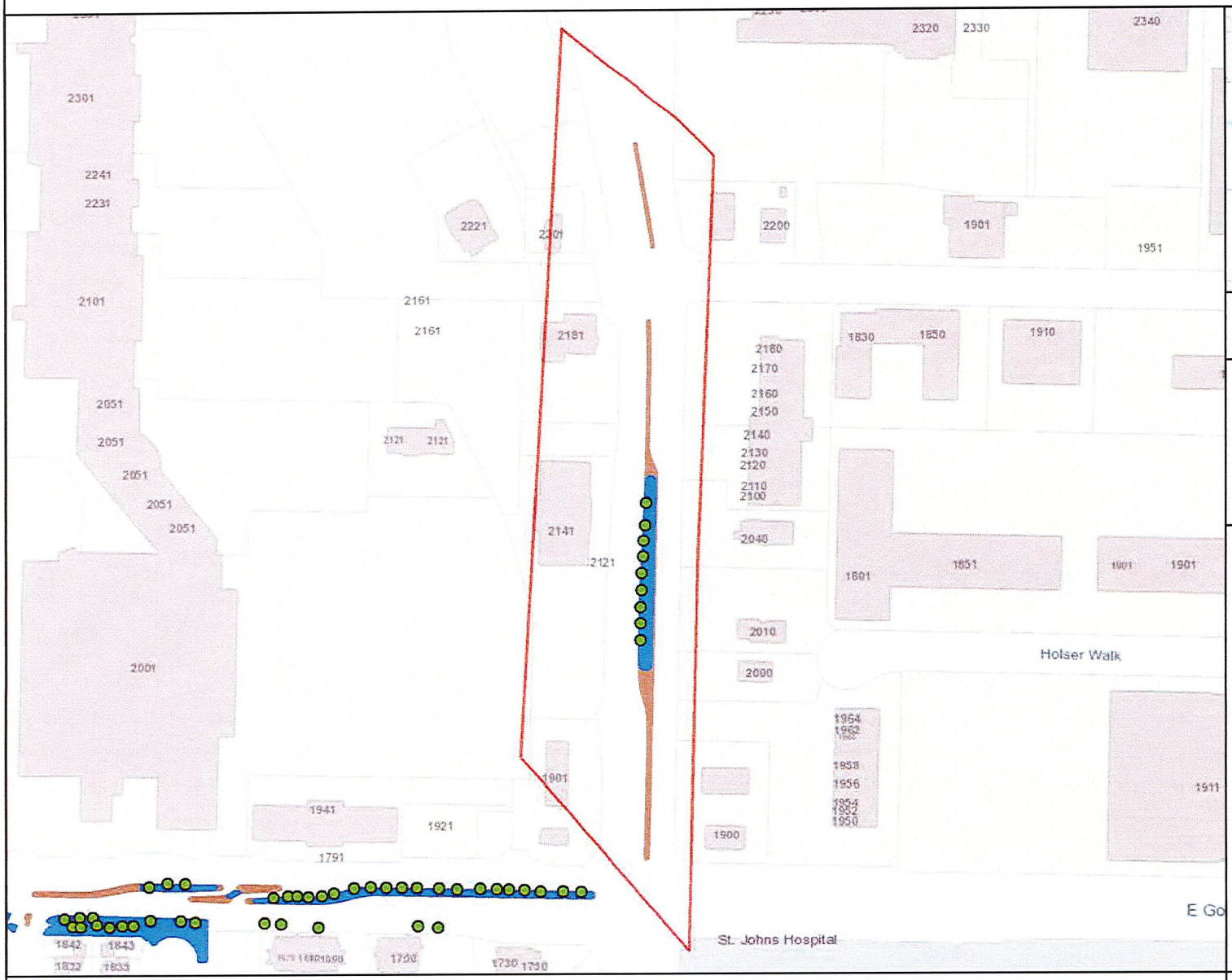
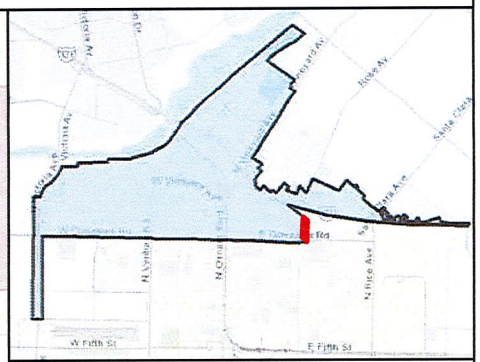
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 16 OF 33, ROSE





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,403 SQ FT
~0.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,775 SQ FT
~0.13 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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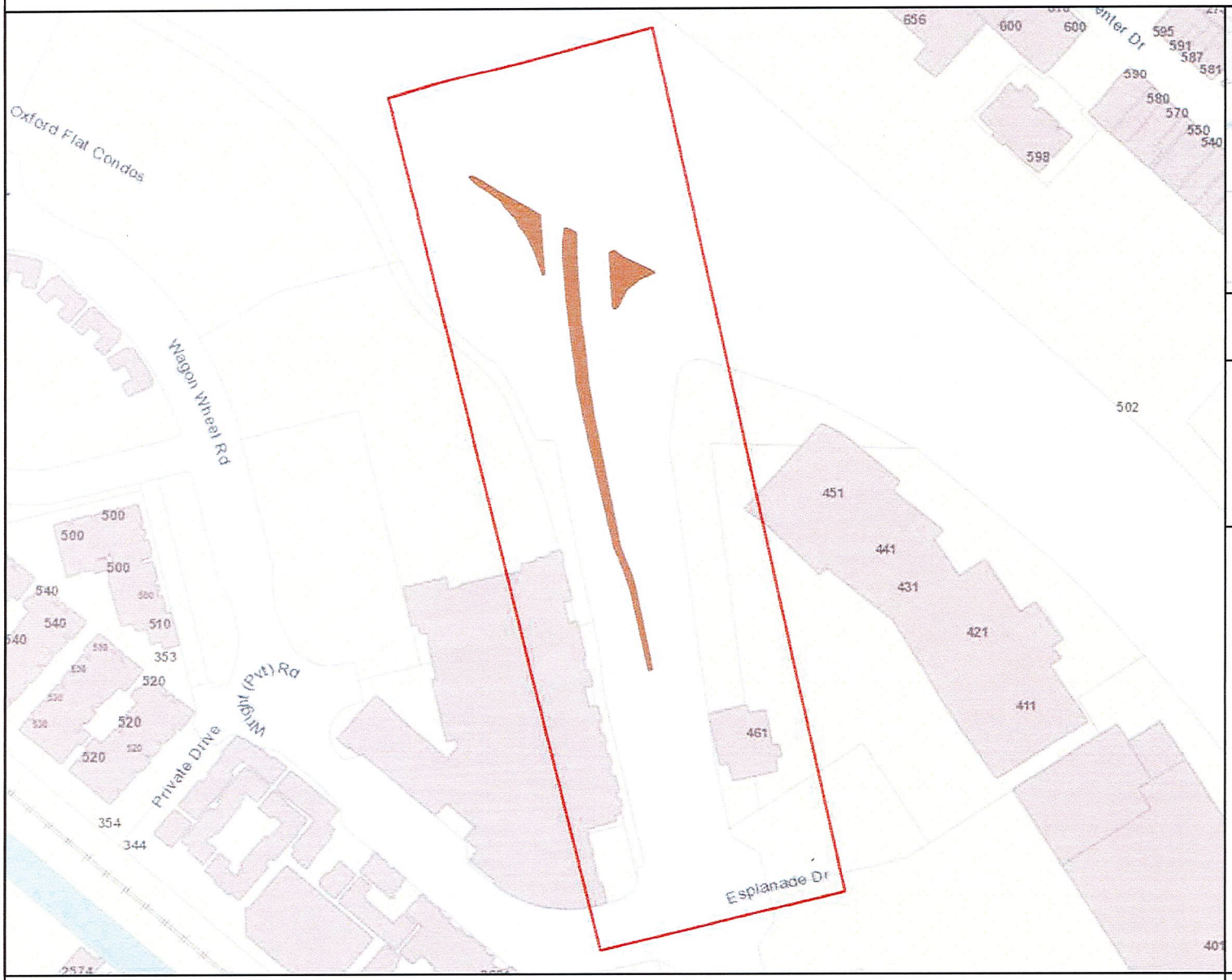
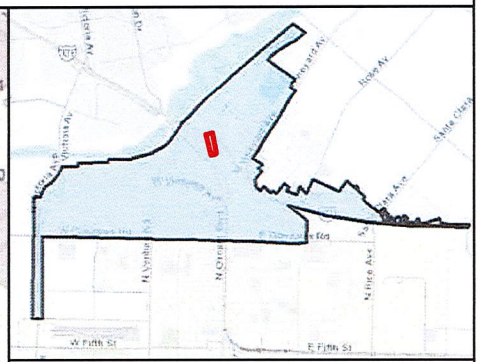
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 17 OF 33, OXNARD BL 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,453 SQ FT
~0.33 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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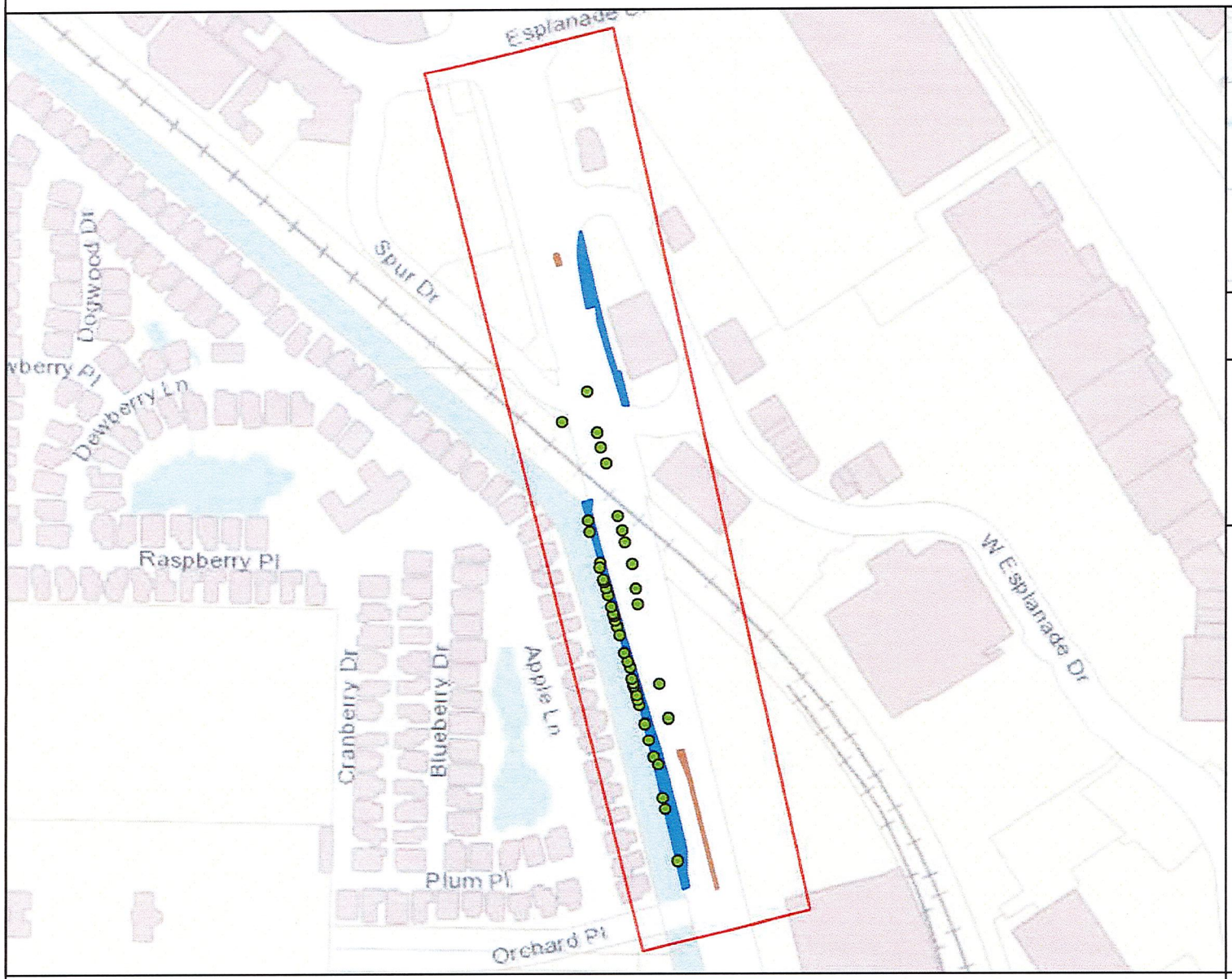
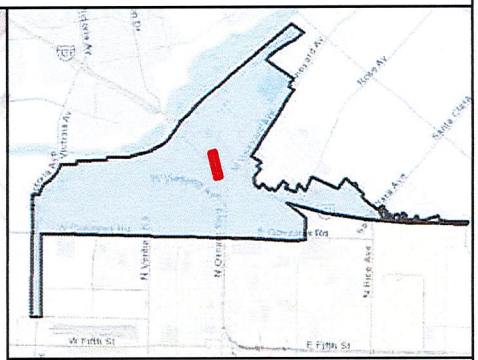
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 18 OF 33, OXNARD BL 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,837 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,331 SQ FT
~0.03 ACRES

PROJECT TREES:
45 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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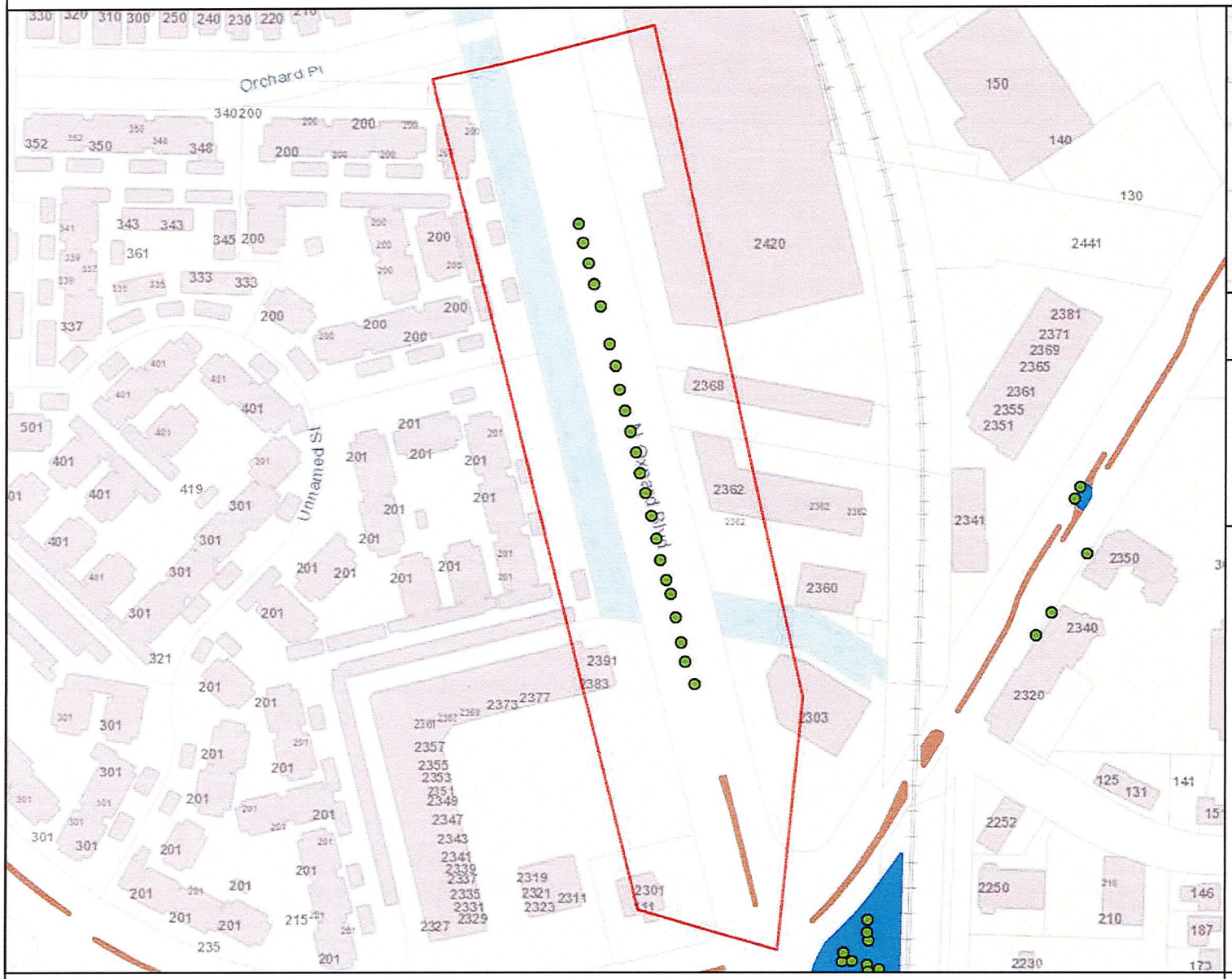
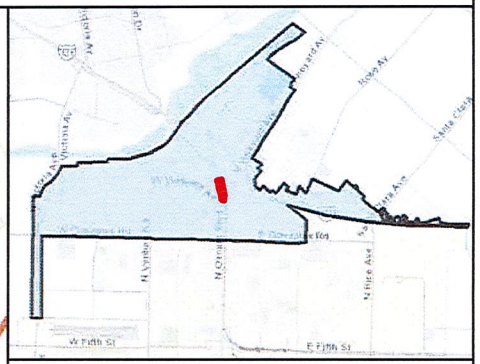
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 19 OF 33, OXNARD BL 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,053 SQ FT
~0.02 ACRES

PROJECT TREES:
22 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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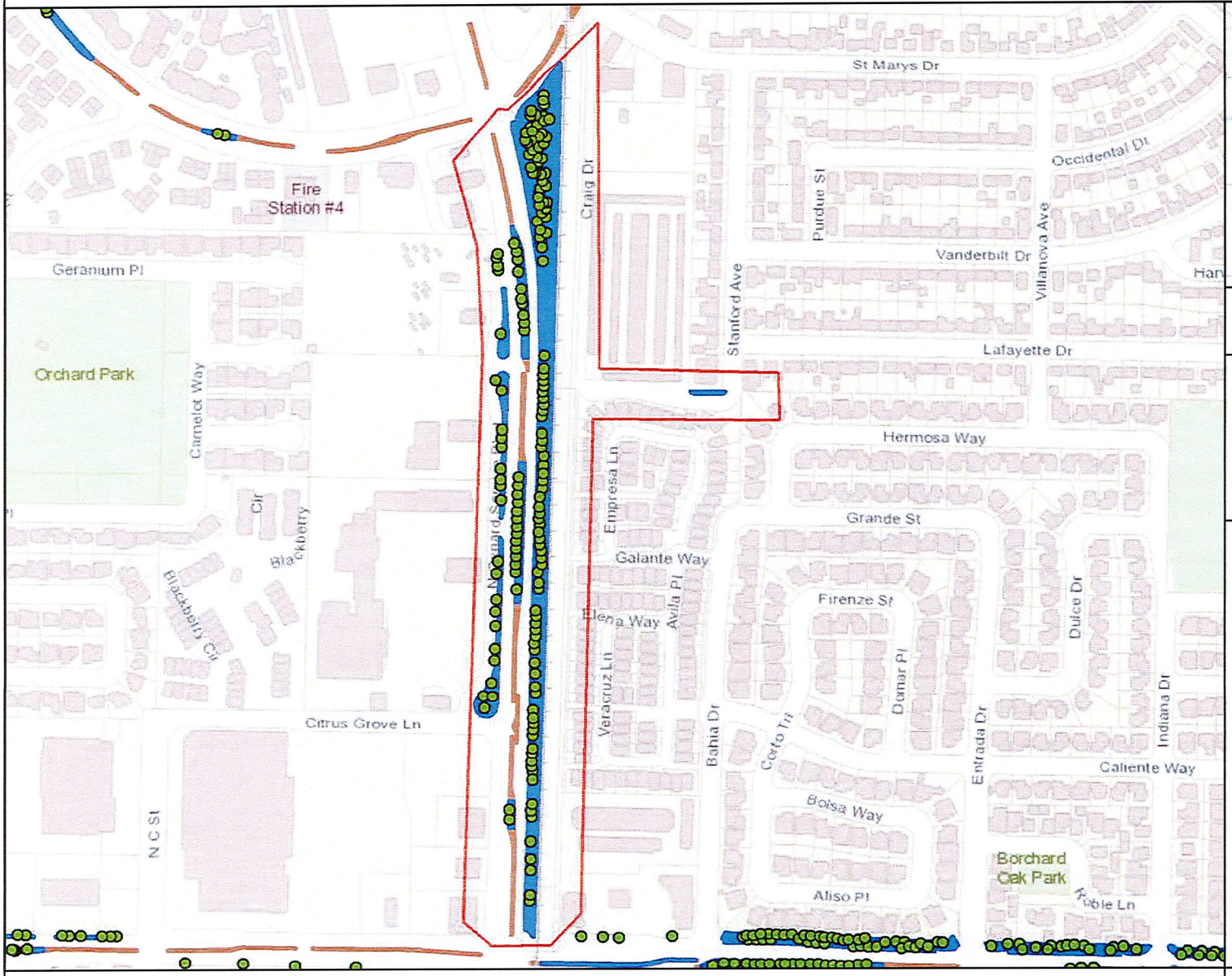
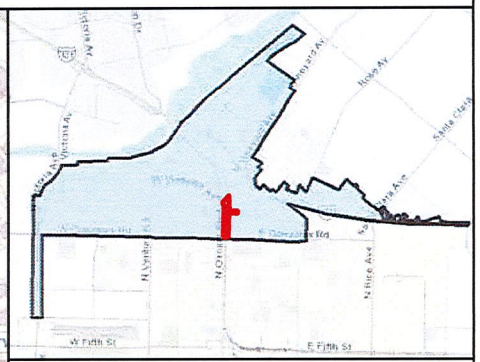
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 20 OF 33, OXNARD BL 4





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~176,589 SQ FT
~4.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,410 SQ FT
~0.22 ACRES

PROJECT TREES:
164 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 Feet

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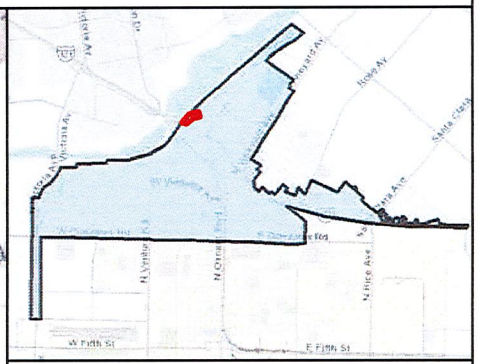
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 21 OF 33, VENTURA 1



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,546 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,266 SQ FT
~0.03 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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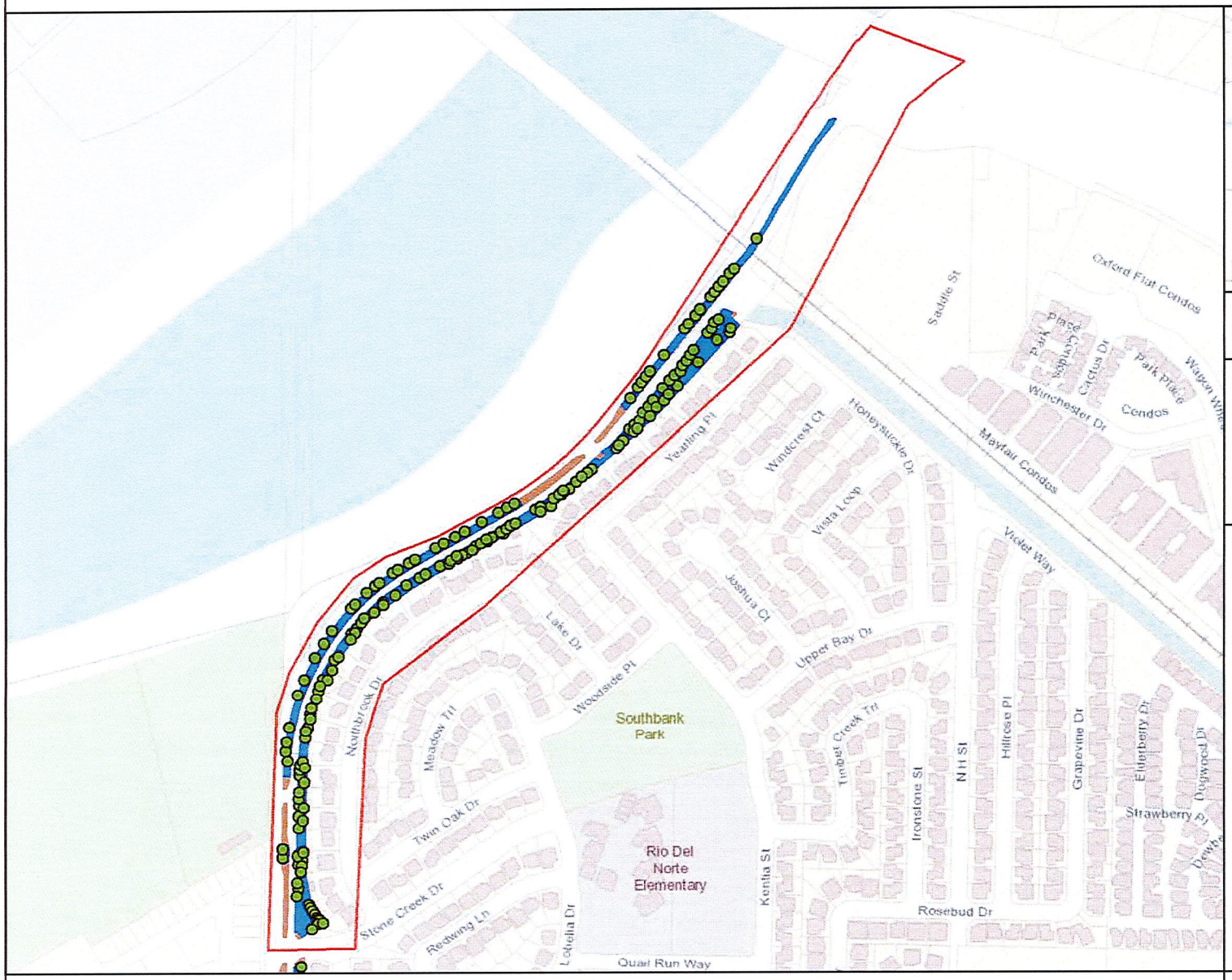
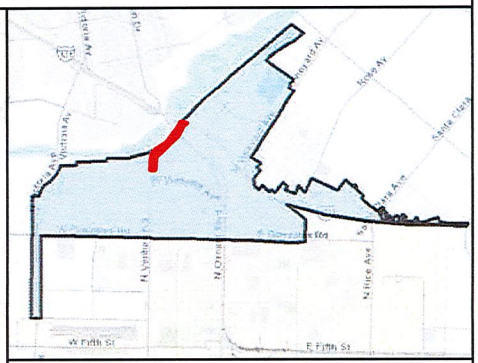
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 22 OF 33, VENTURA 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~110,625 SQ FT
~2.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~34,747 SQ FT
~0.8 ACRES

PROJECT TREES:
168 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

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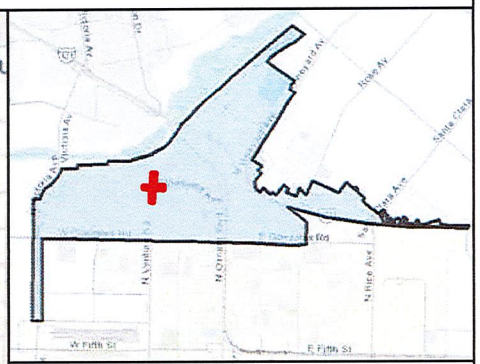
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 23 OF 33, VENTURA 3/ VINEYARD 4



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~87,004 SQ FT
~2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~57,850 SQ FT
~1.33 ACRES

PROJECT TREES:
133 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

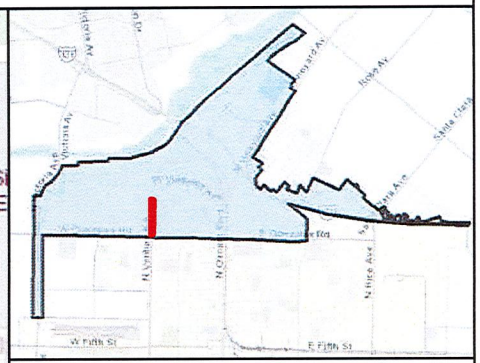
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 24 OF 33, VENTURA 4



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,783 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,420 SQ FT
~0.22 ACRES

PROJECT TREES:
25 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

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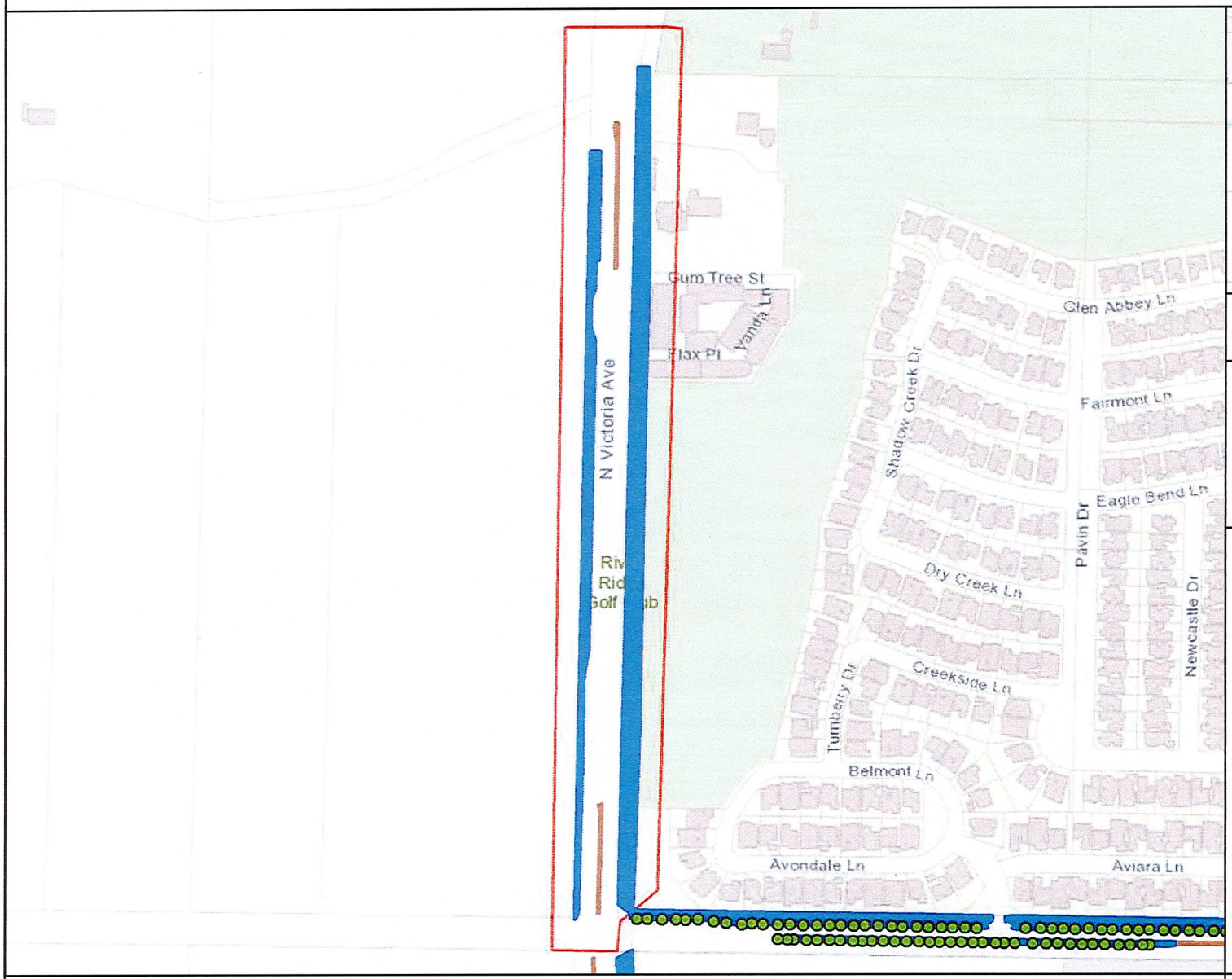
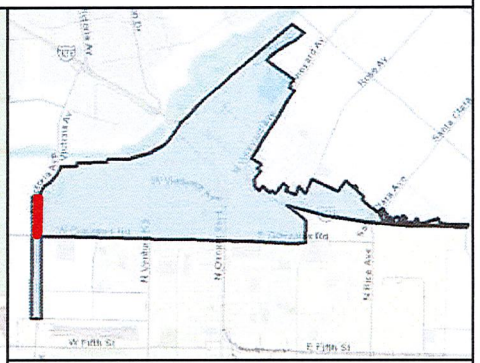
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 25 OF 33, VICTORIA 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~165,430 SQ FT
~3.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,615 SQ FT
~0.08 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

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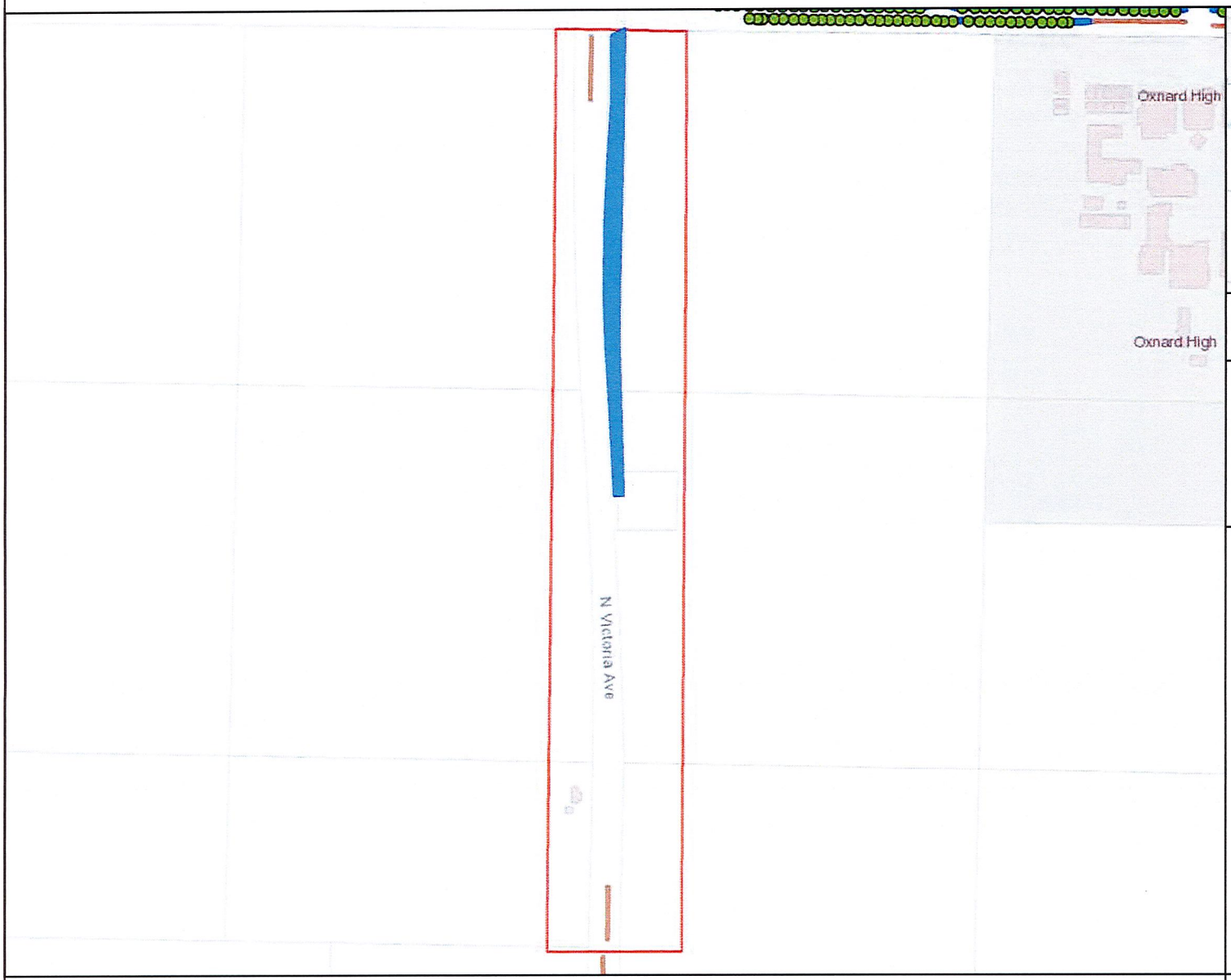
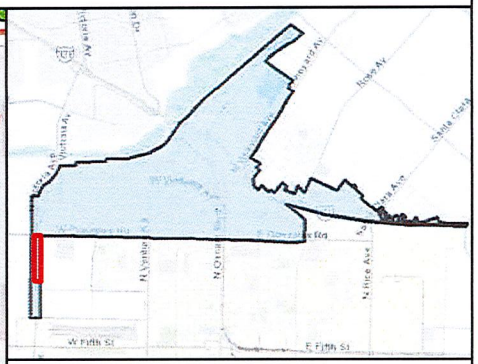
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 26 OF 33, VICTORIA 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,184 SQ FT
~1.66 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,719 SQ FT
~0.04 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 Feet

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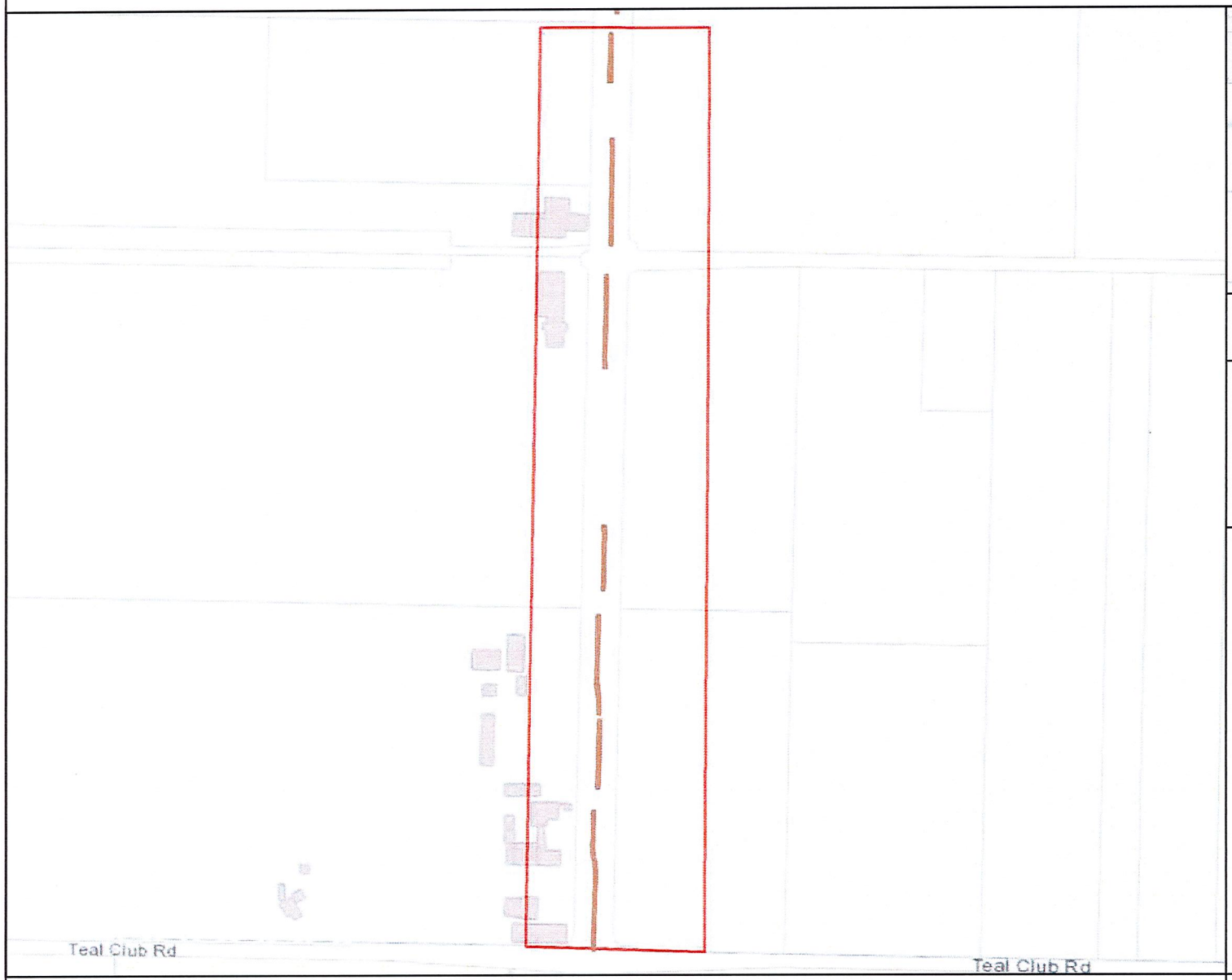
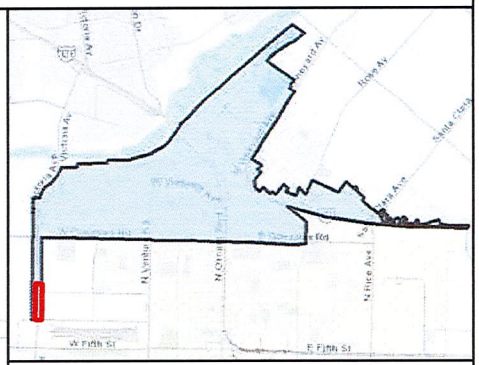
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 27 OF 33, VICTORIA 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,021 SQ FT
~0.18 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

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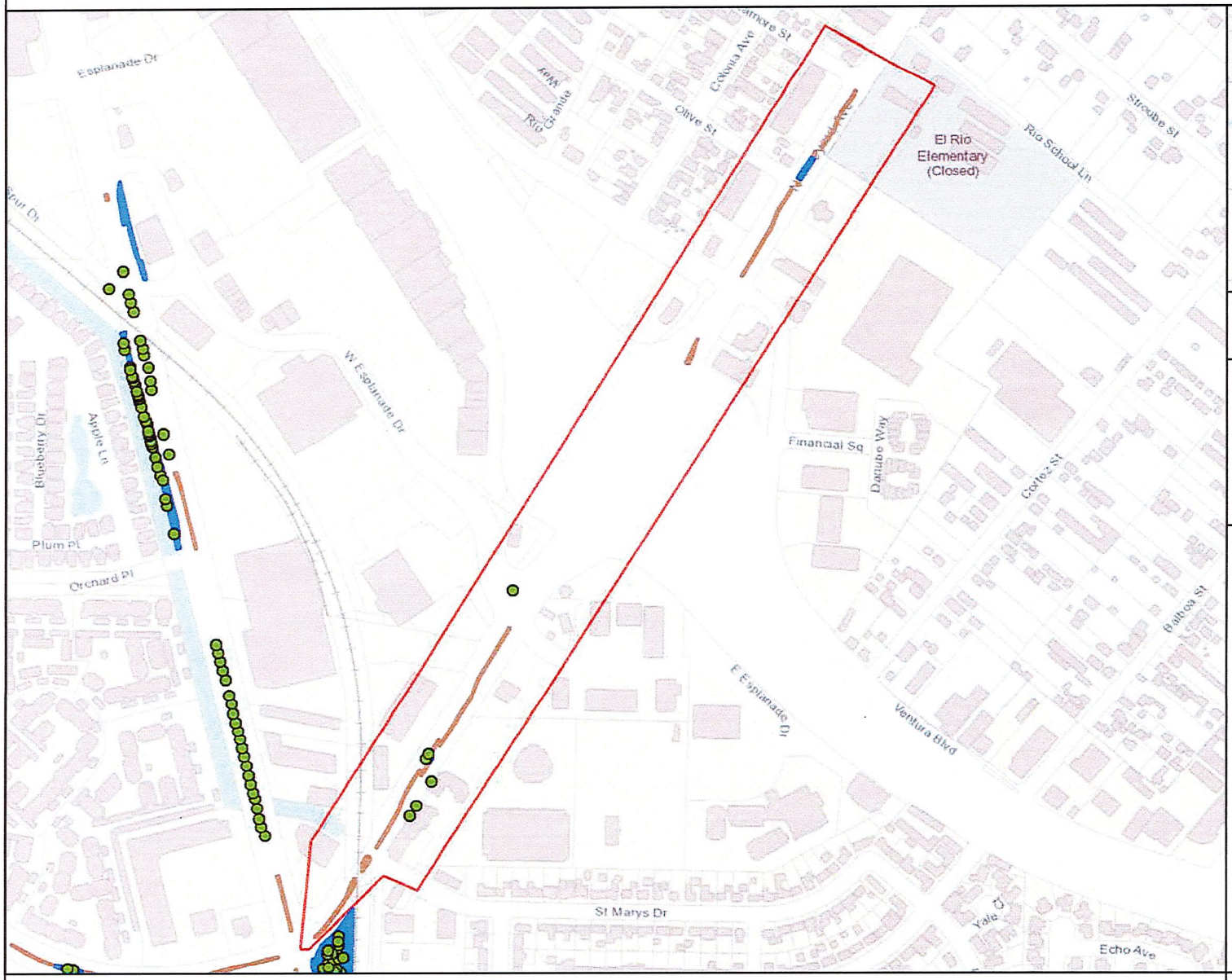
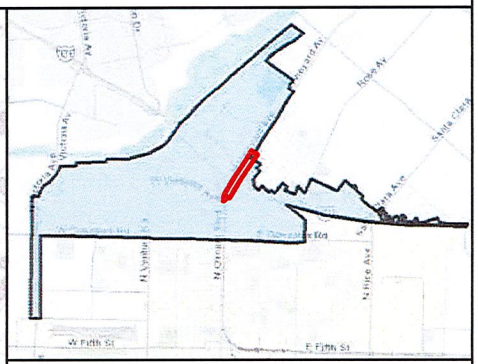
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 28 OF 33, VINEYARD 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,834 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,892 SQ FT
~0.23 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

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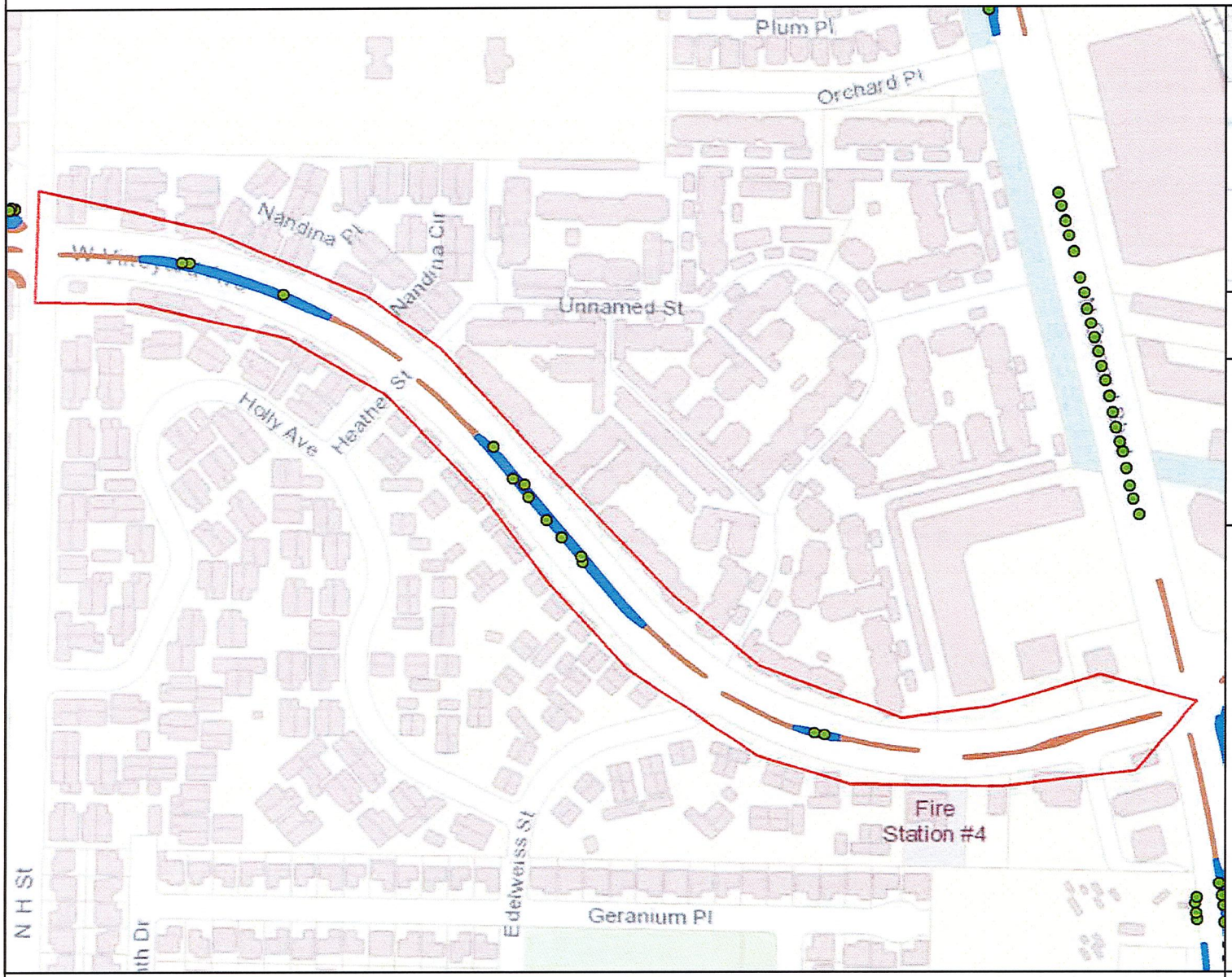
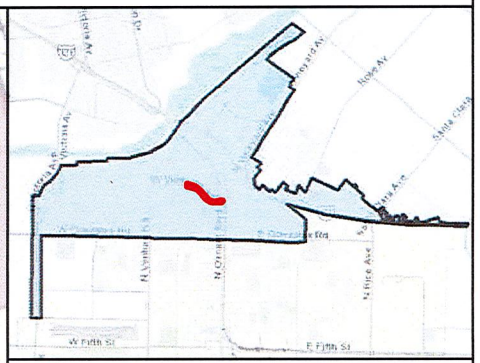
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 29 OF 33, VINEYARD 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,579 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,843 SQ FT
~0.18 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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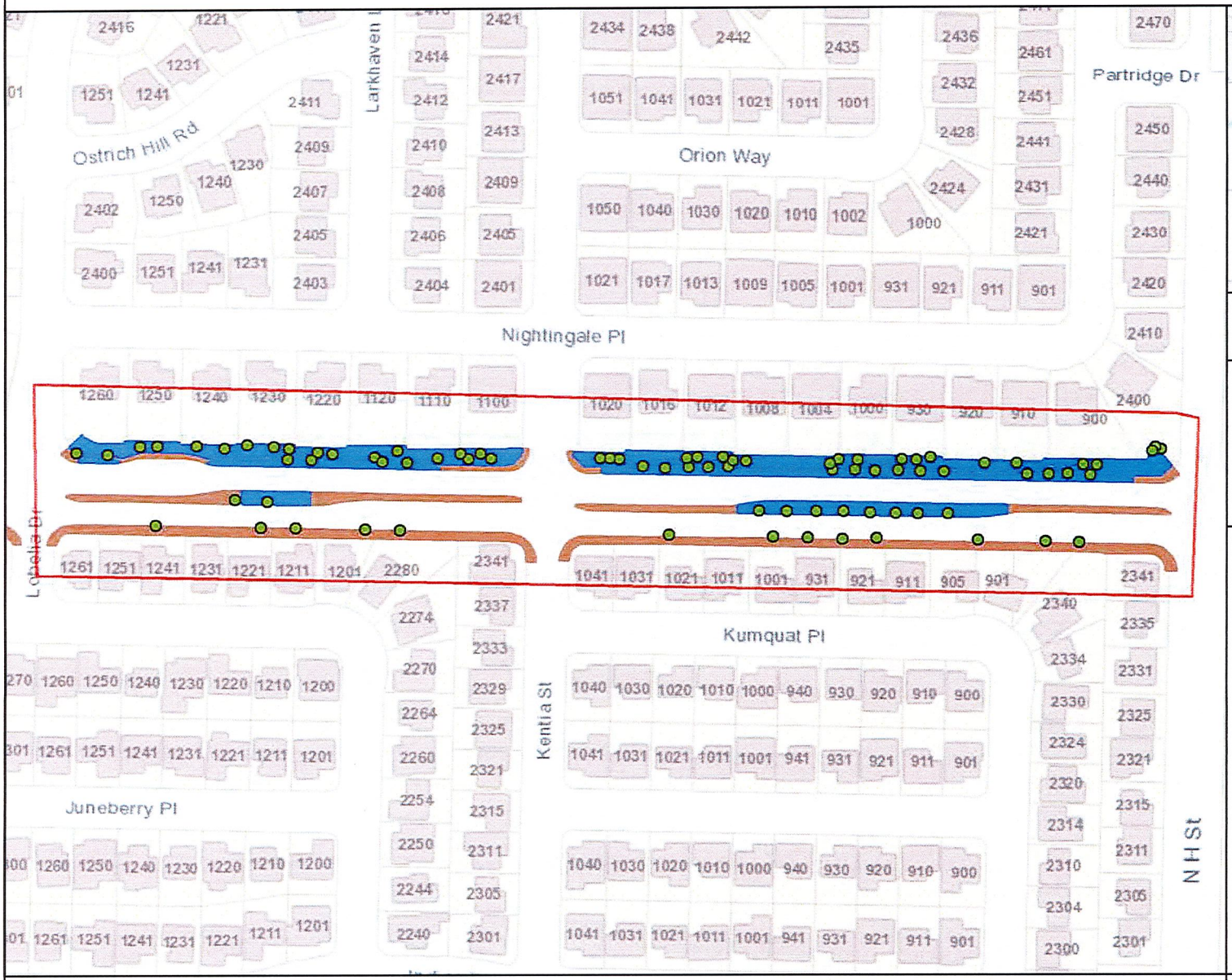
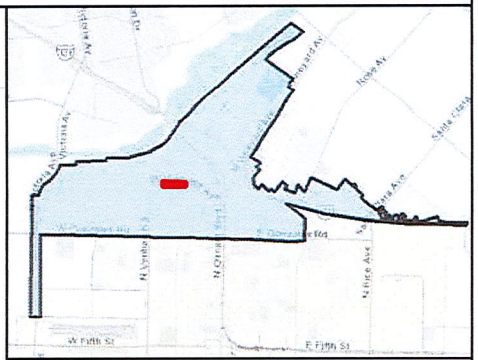
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 30 OF 33, VINEYARD 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~39,839 SQ FT
~0.91 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~33,497 SQ FT
~0.77 ACRES

PROJECT TREES:
81 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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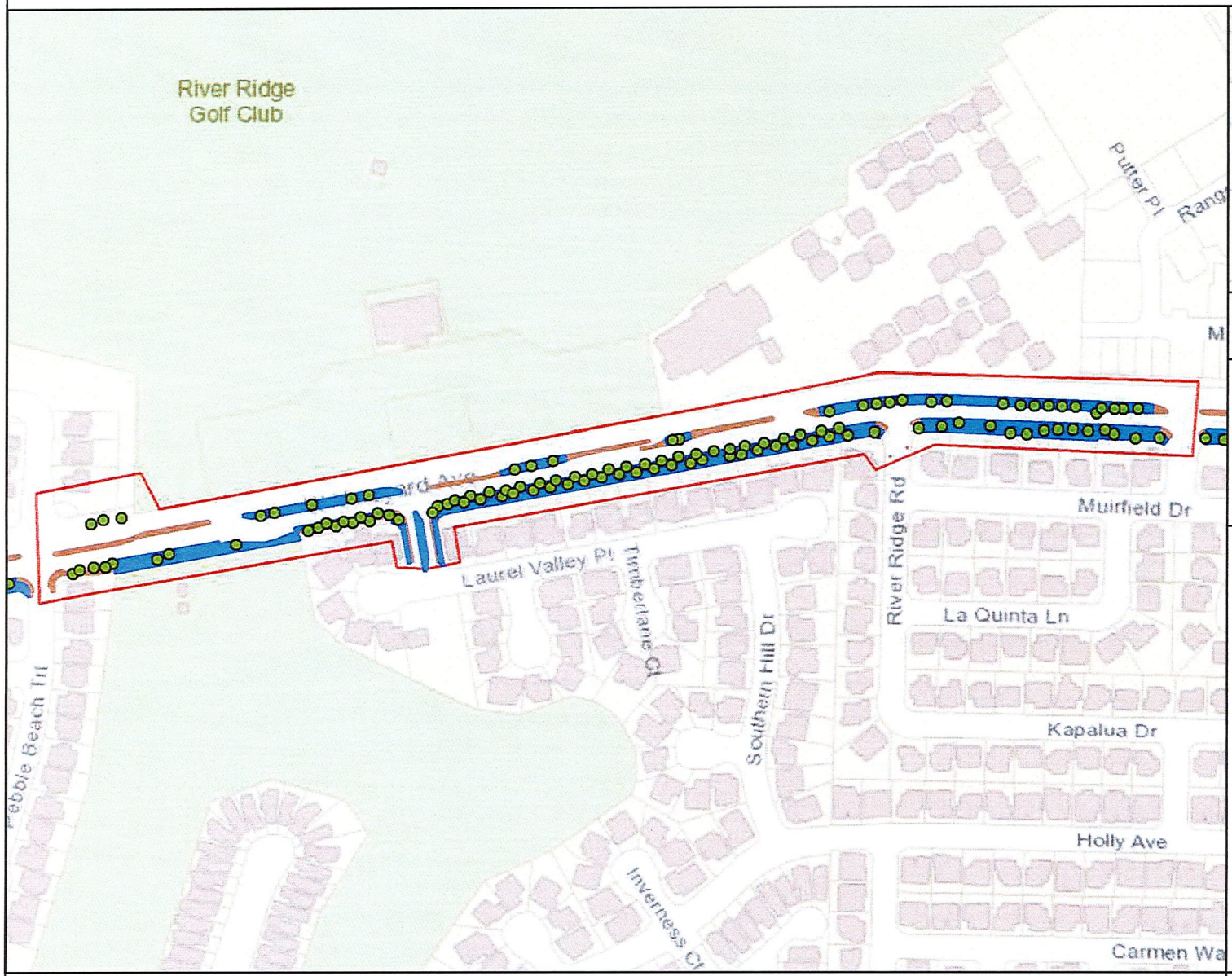
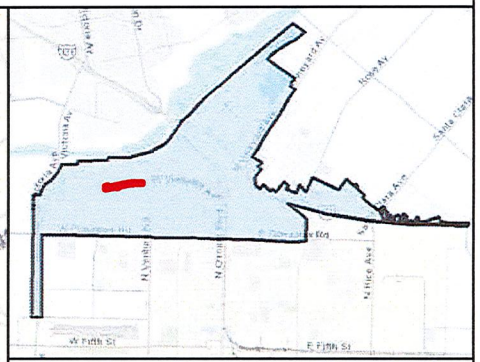
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 31 OF 33, VINEYARD 5





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,616 SQ FT
~1.62 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,918 SQ FT
~0.48 ACRES

PROJECT TREES:
114 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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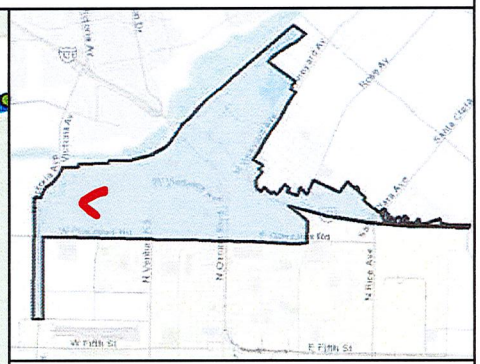
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 32 OF 33, VINEYARD 6



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~111,351 SQ FT
~2.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,844 SQ FT
~0.46 ACRES

PROJECT TREES:
270 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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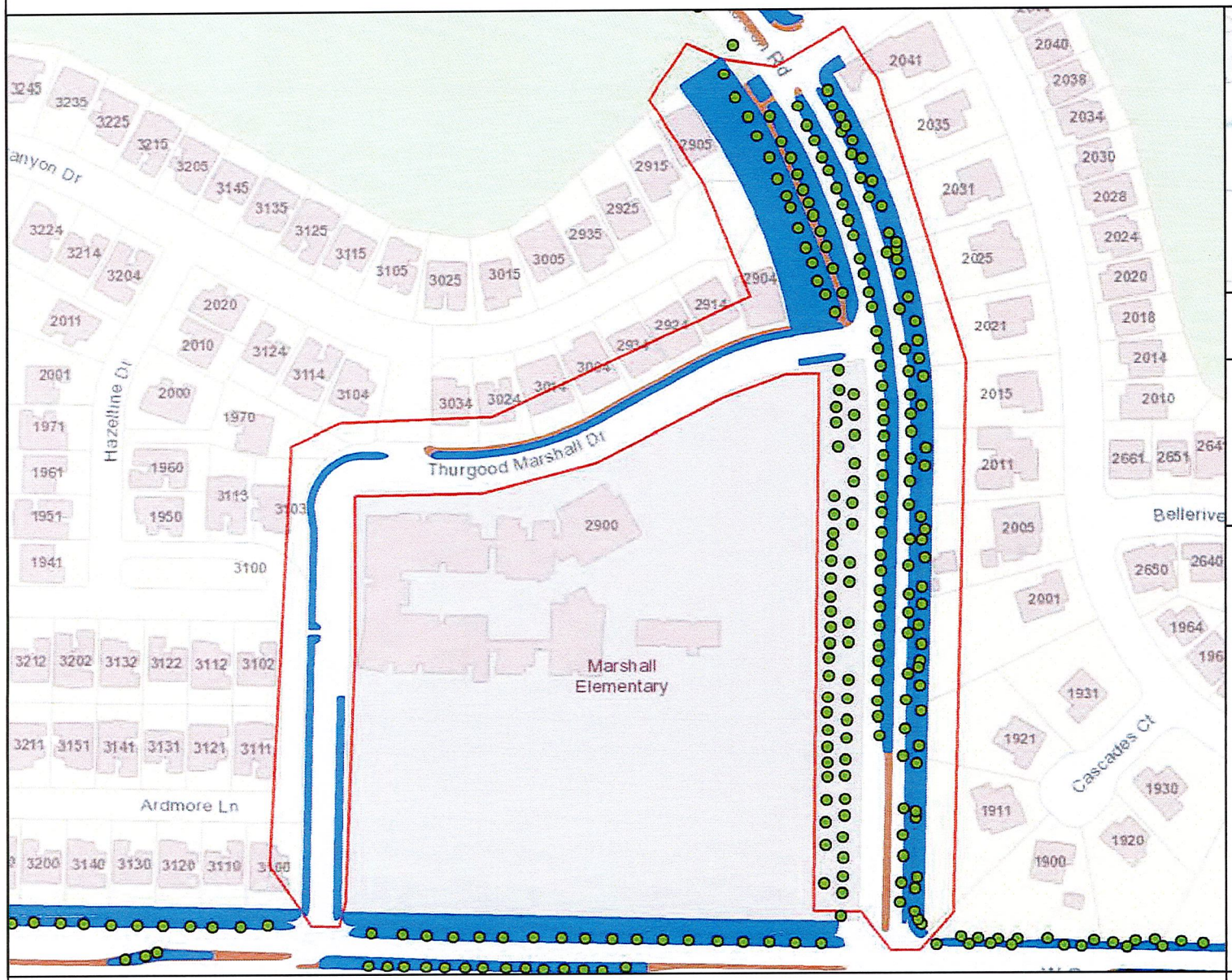
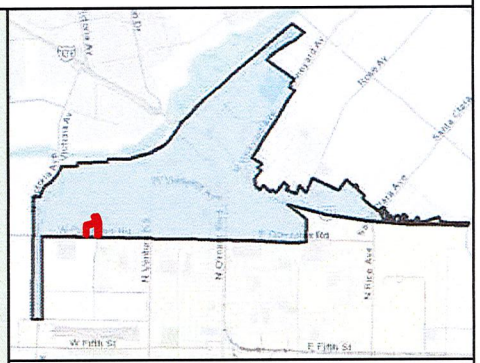
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 33 OF 33, VINEYARD 7/ THURGOOD MARSHALL





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~93,862 SQ FT
~2.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,964 SQ FT
~0.27 ACRES

PROJECT TREES:
181 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

FIRST AMENDMENT TO TRADE SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 21 day of October, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor

City and Vendor agree as follows:

1. The reference to the Region 2 Work Detail Maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to replace certain pages of the Region 2 Work Detail Map Exhibit with the attached pages identified as The Region 2 Detail Update Map Exhibit attached hereto and incorporated herein by this reference.

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

Daniel Willhite — Oct 21, 2021

☐ John C. Zaragoza, Mayor[1] — Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

N/A

Rose Chaparro, City Clerk — Date
(only if Mayor signs)

APPROVED AS TO FORM:

10/13/21

Stephen M. Fischer, City Attorney (always required) — Date

MARIPOSA LANDSCAPES, INC

10-11-21

Terry Noriega, President[2] — Date

10-8-21

Antonio Valenzuela, Secretary — Date

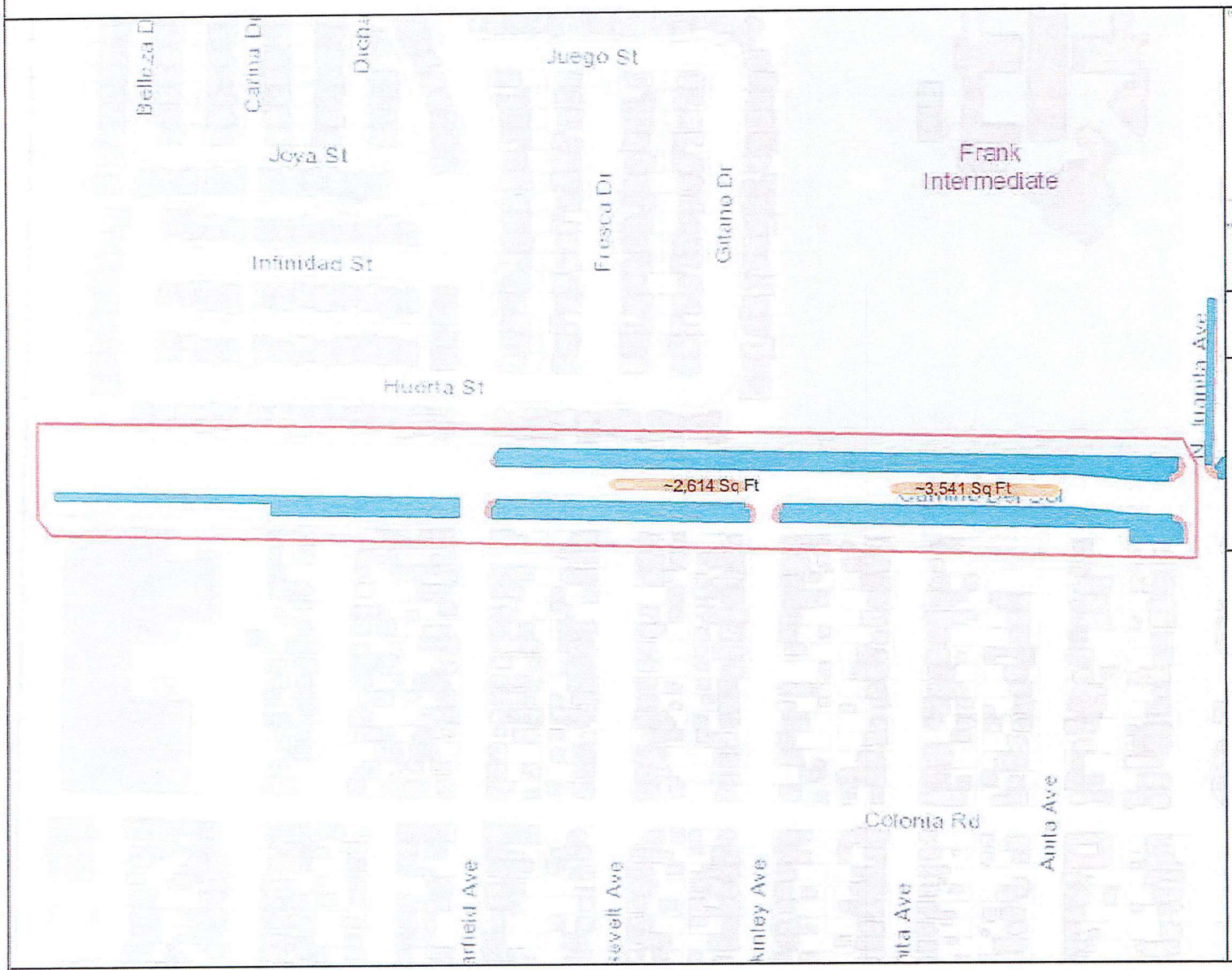
[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

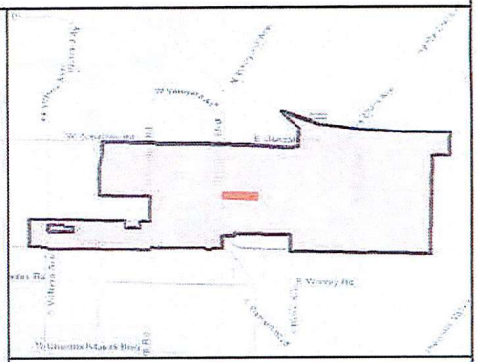
[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

REGION 2 WORK DETAIL UPDATE: PAGE 1 OF 49, CAMINO DEL SOL 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

0 200 400 600 800 Feet

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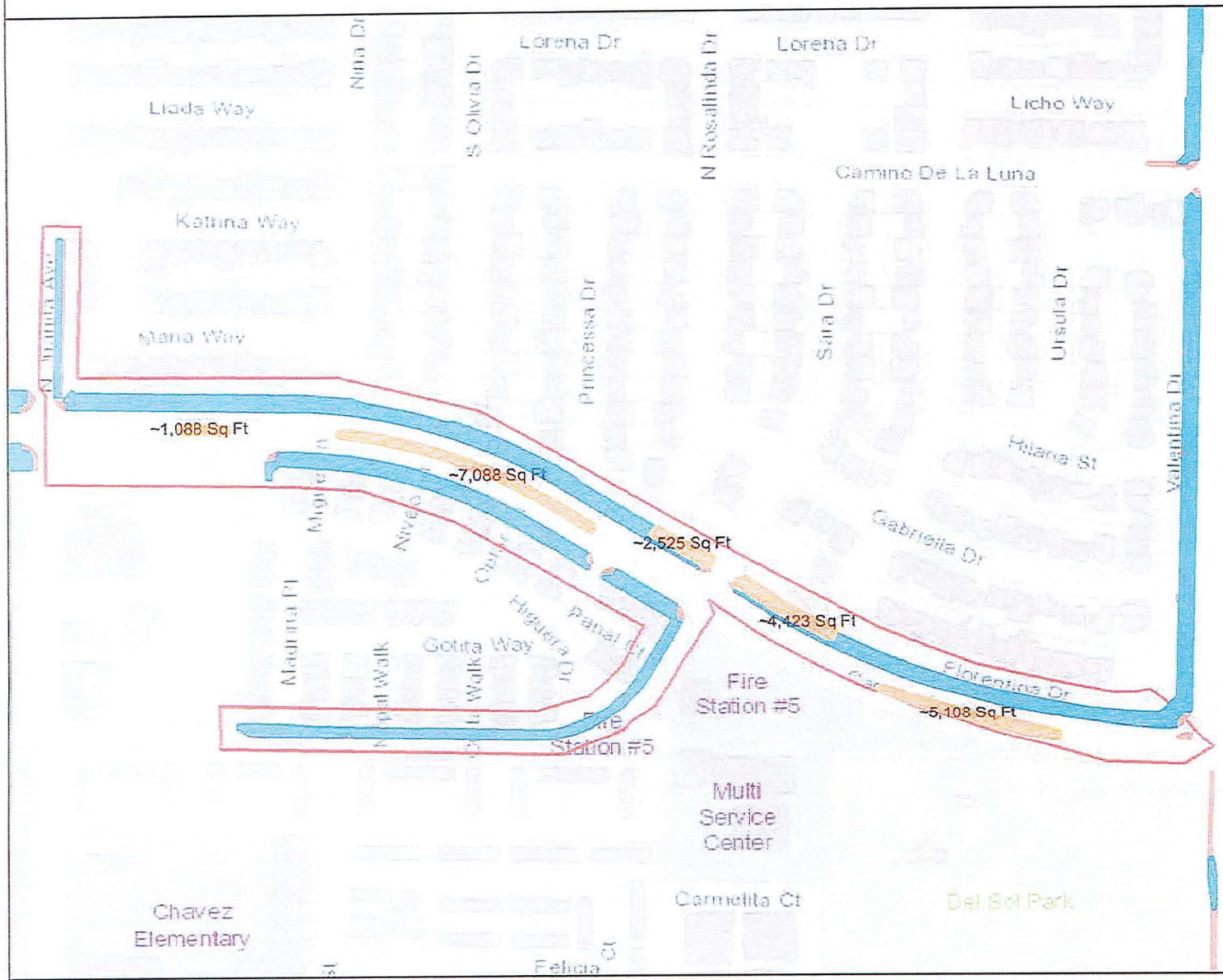
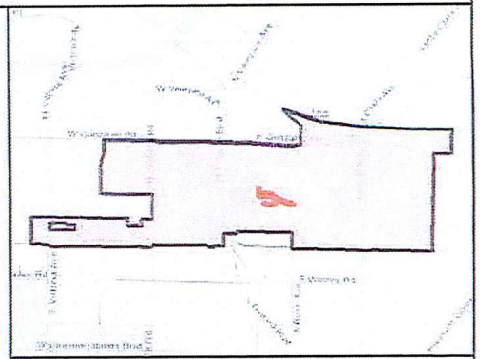
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 2 OF 49, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

0 200 400 600 800 1,000 Feet

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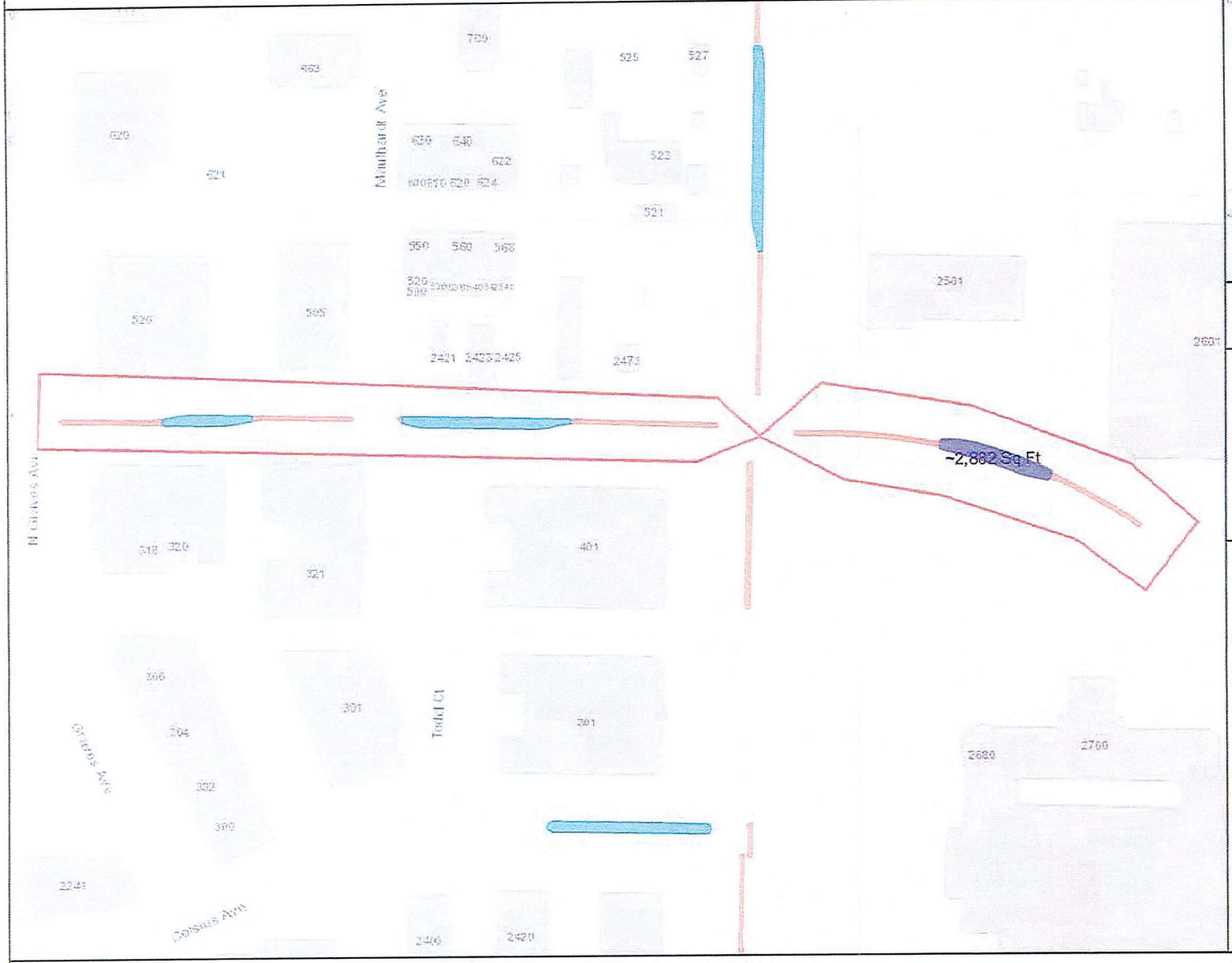
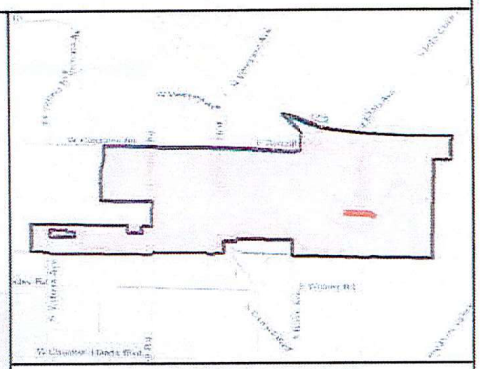
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 4 OF 49, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

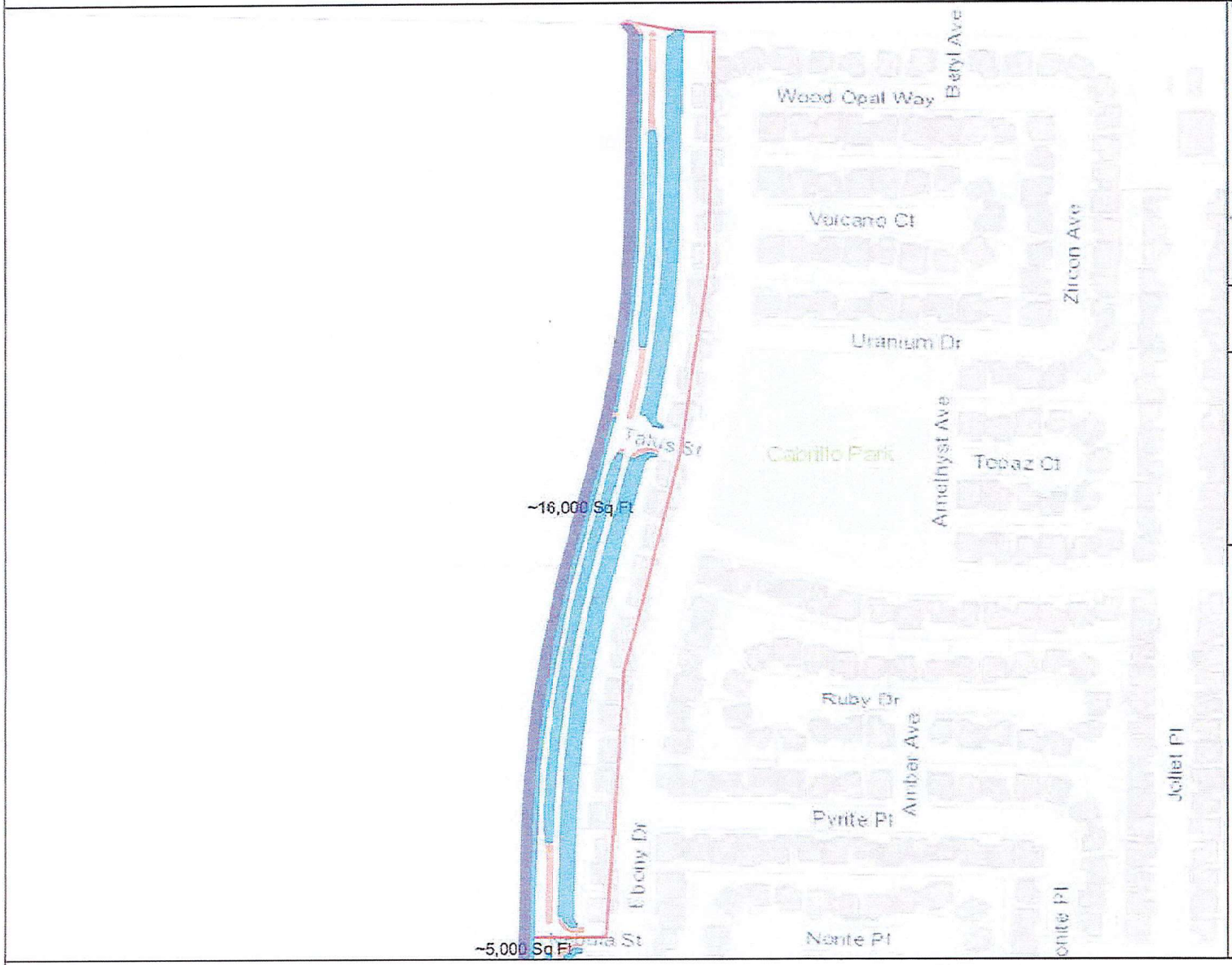
0 200 400 600 800 Feet

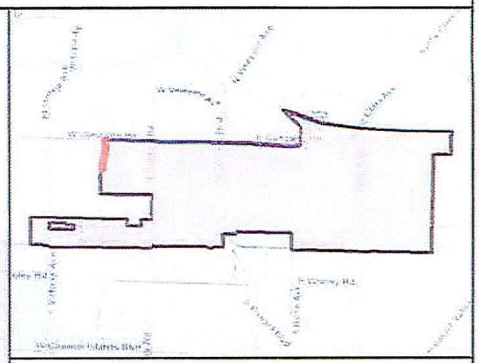
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 22 OF 49, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

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- Hardscape
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City of Oxnard
Geographic Information Systems
September 2021

0 200 400 600 800 1,000 Feet

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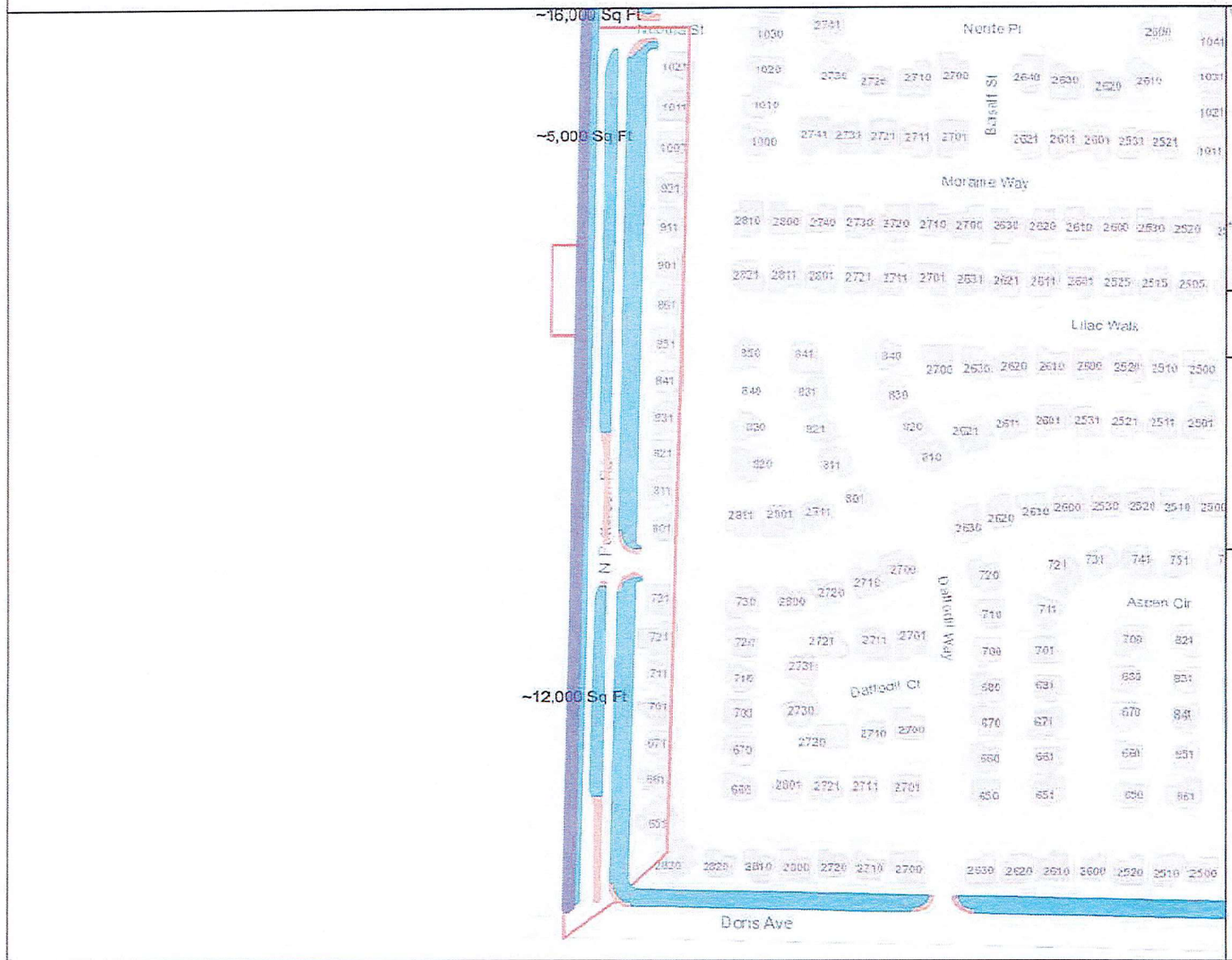
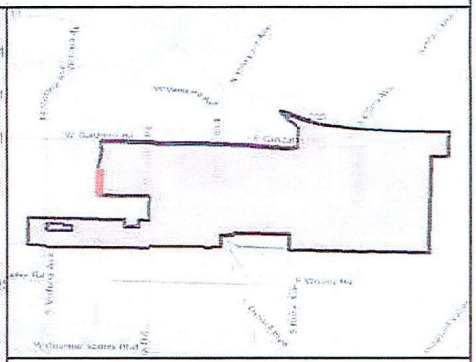
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 23 OF 49, PATTERSON RD 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

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- Hardscape
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City of Oxnard
Geographic Information Systems
September 2021

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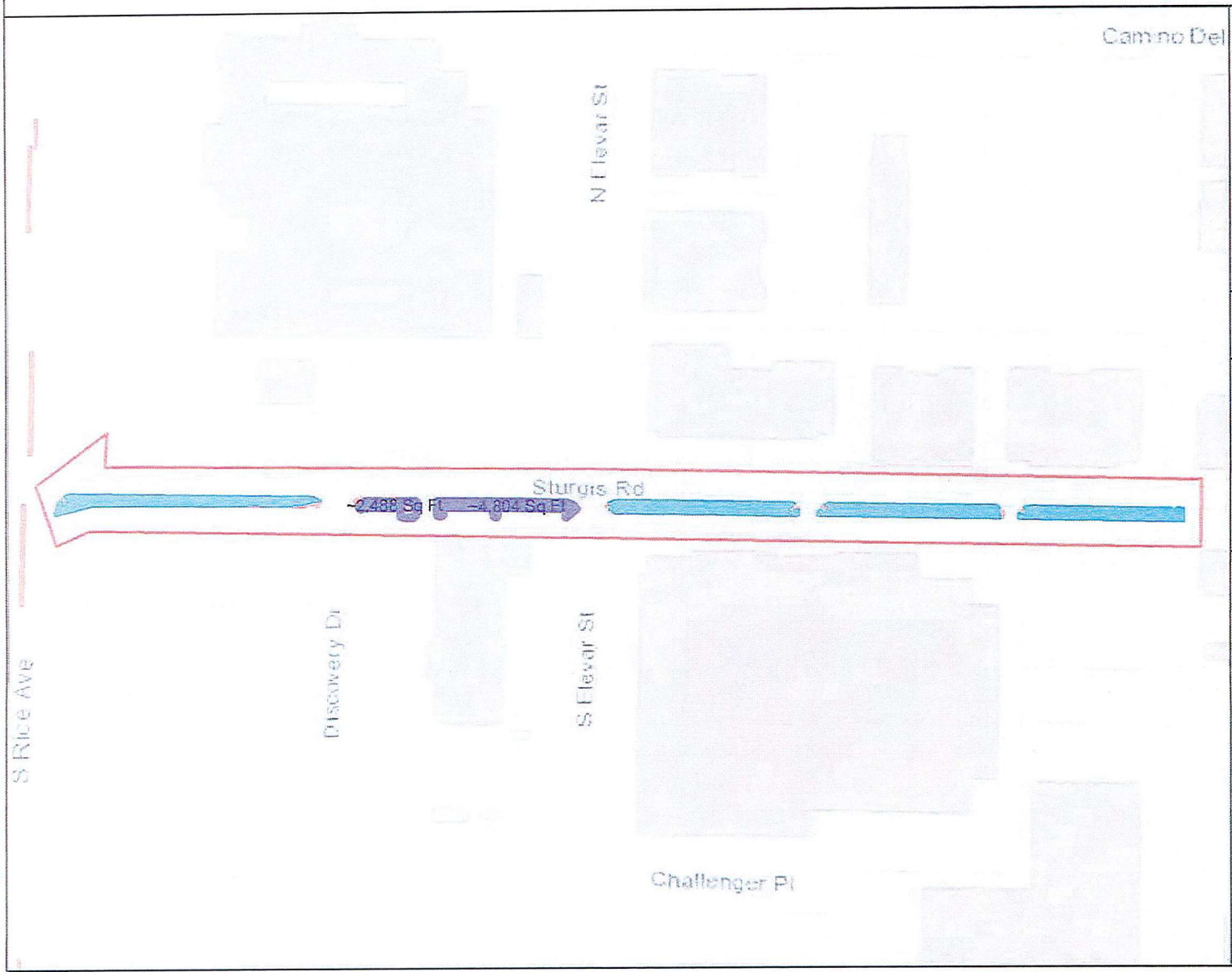
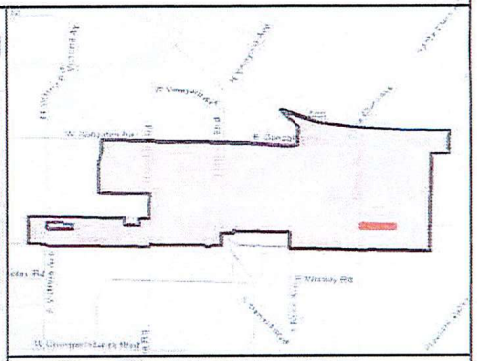
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 48 OF 49, STURGIS 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

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- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

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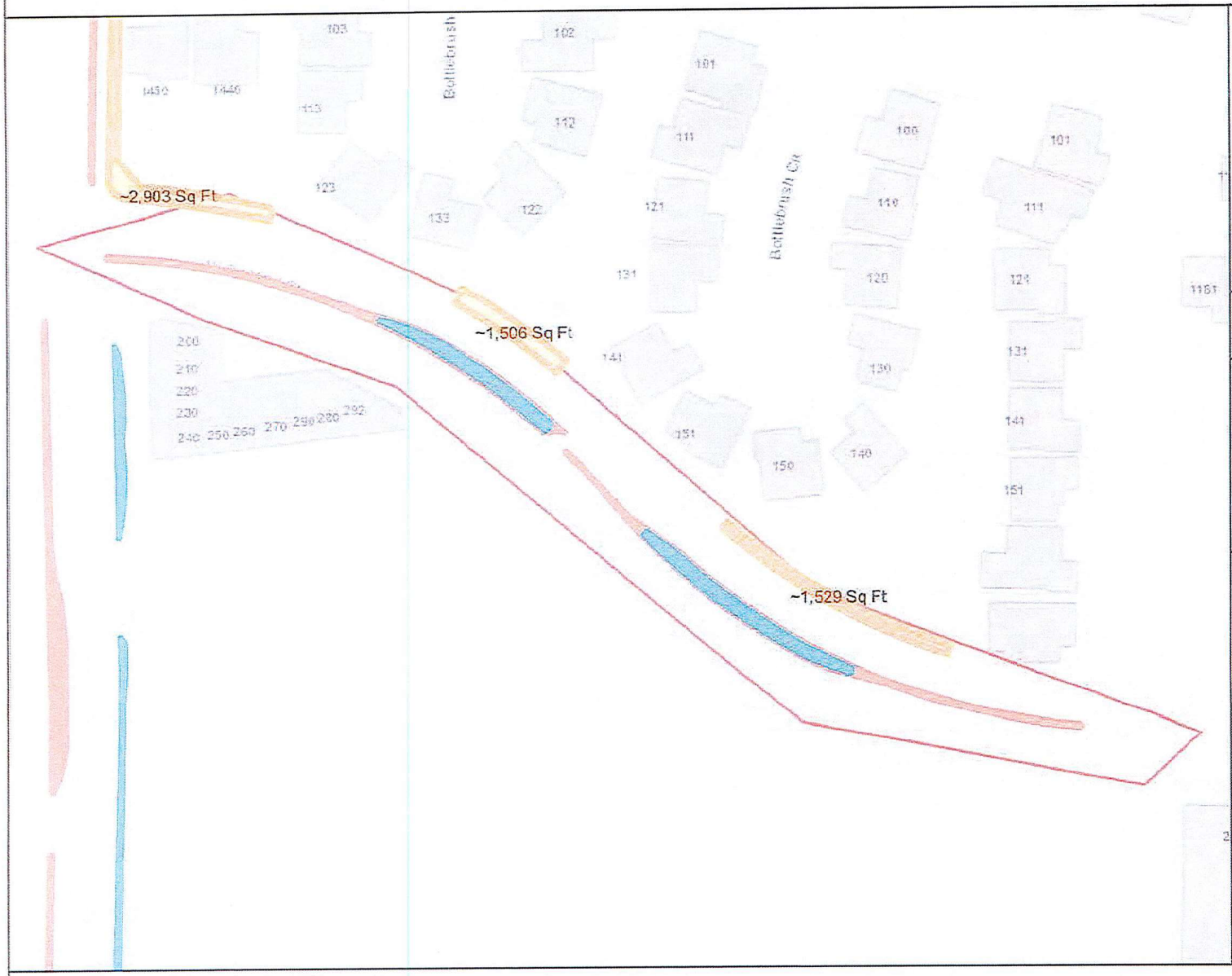
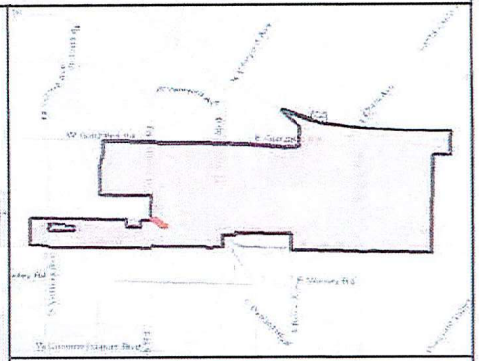
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 49 OF 49, W SECOND ST





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

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CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

0 200 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: August 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 2

(4) Schedule of Services: Monthly Landscaping Maintenance located in Median ways located within Region 2 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $2,125,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Luis Valenzuela

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes,
Inc Attn: Luis Valenzuela
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Region 2 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 M3(2)
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21

■ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President[2] 06/07/2021 Date

Antonio Valenzuela, Secretary 06/07/2021 Date

ATTEST:

R. Chaparro 6/29/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 6-9-21

Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for approval.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager . Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager. Mowing shall occur once a month. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City's designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in parkways and medians
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

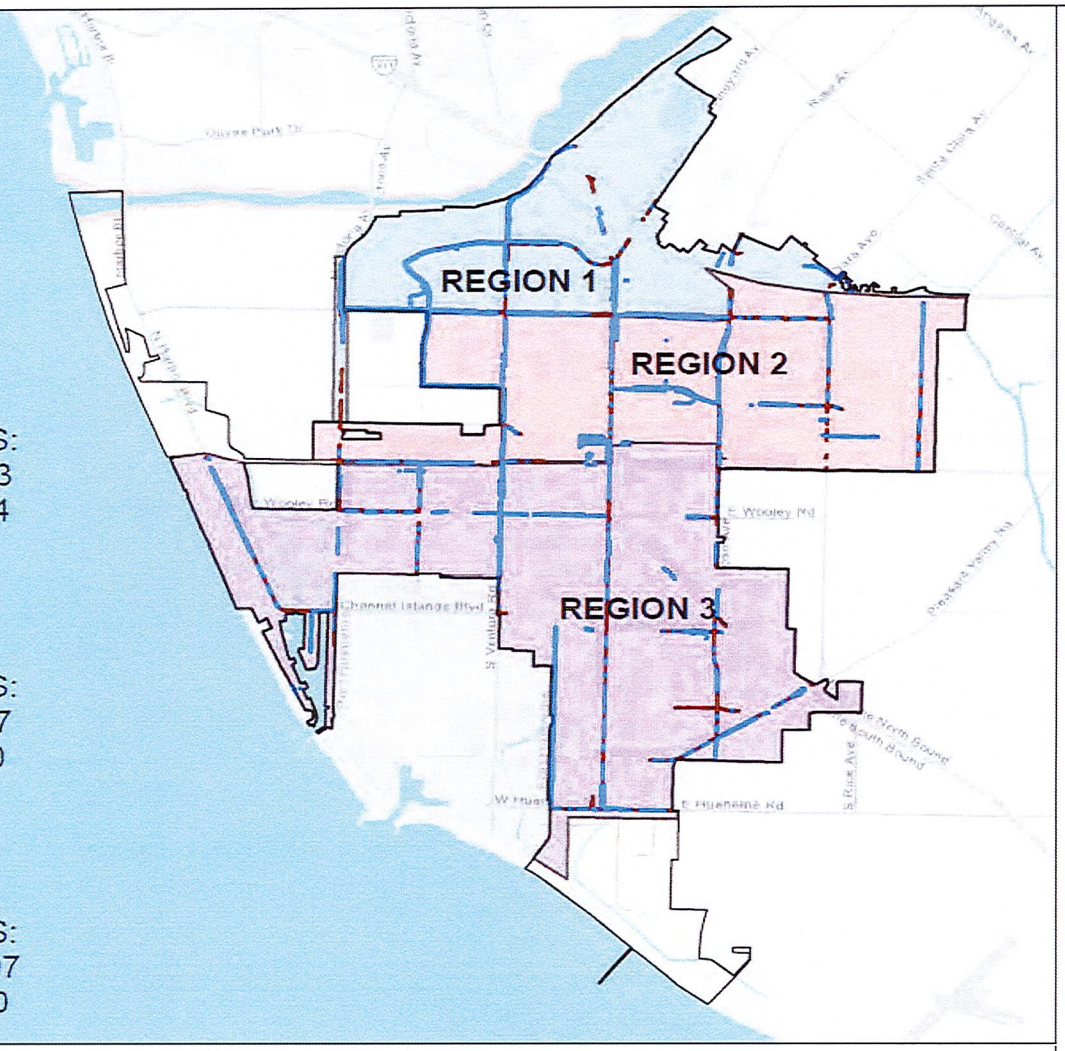
The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 2

	Monthly Cost
Region 2	**$54,864.00**
Non-Selective herbicide applicate	**$1,800/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**

REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4

REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10

REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES

TREES ALONG ARTERIAL STREETS: ~6,660 TREES

OXNARD

City of Oxnard
Geographic Information Systems
March 2021

0 0.5 1 2 Miles

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Medians & Parkways
Hardscape

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

SAMPLE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ___

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

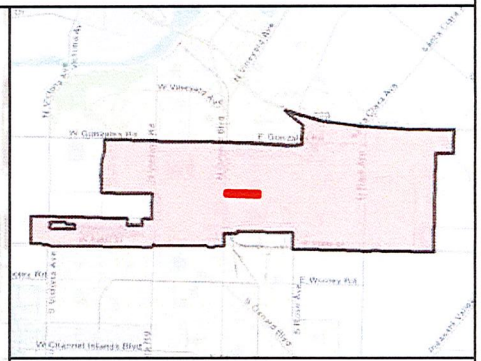
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 2 WORK DETAIL: PAGE 1 OF 49, CAMINO DEL SOL 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~106,882 SQ FT
~2.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,113 SQ FT
~0.44 ACRES

PROJECT TREES:
252 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

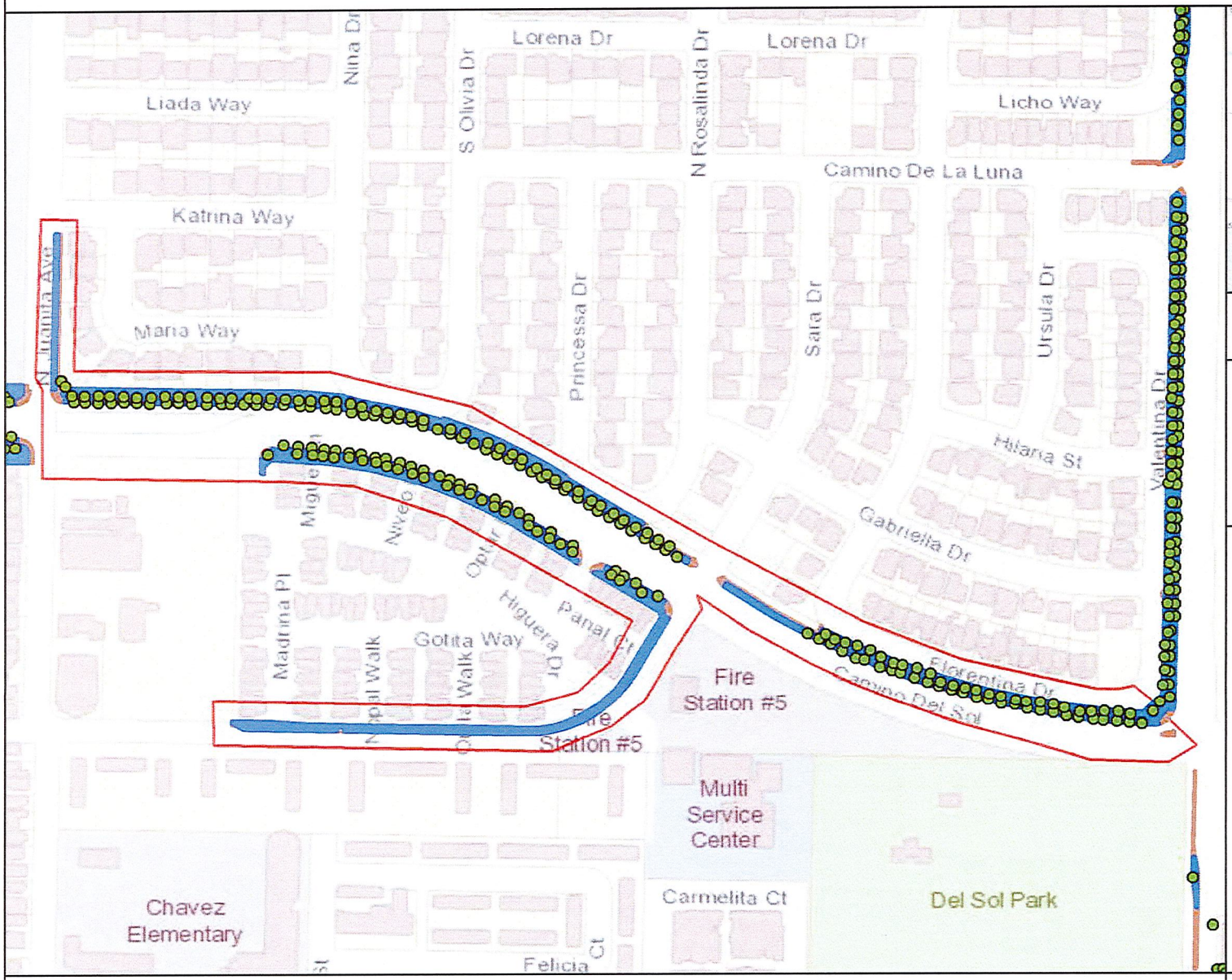
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

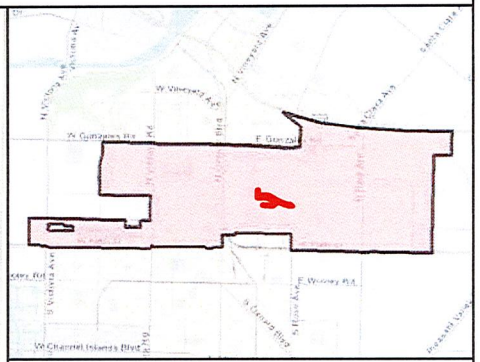
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 2 OF 49, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~101,928 SQ FT
~2.34 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~29,362 SQ FT
~0.67 ACRES

PROJECT TREES:
206 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

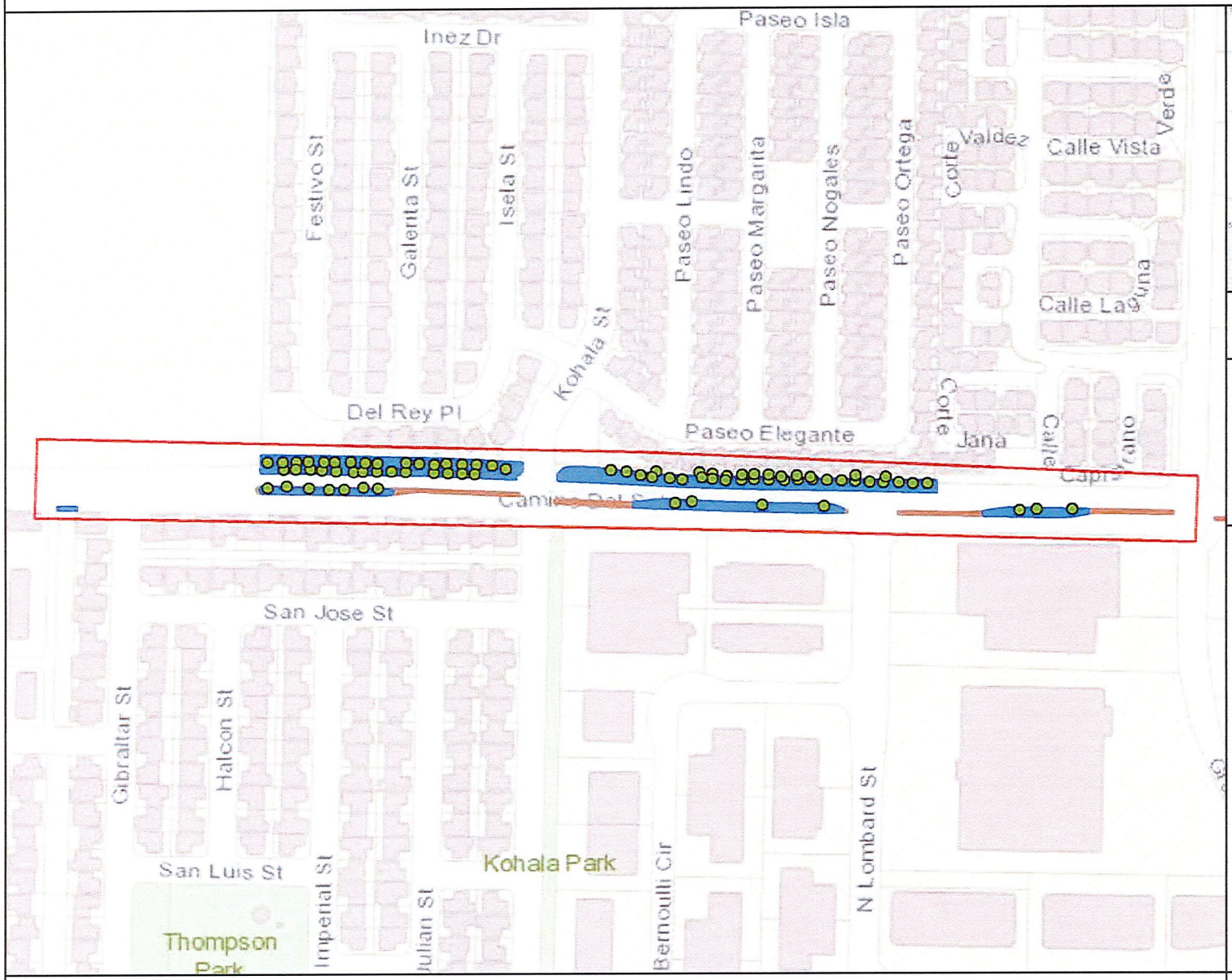
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

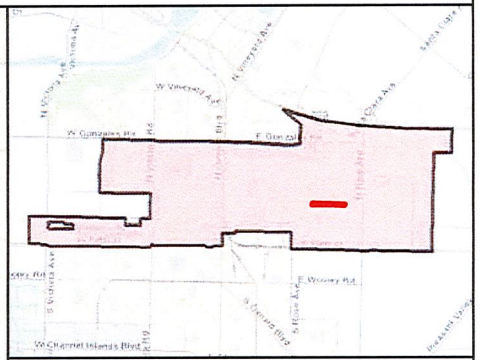
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 3 OF 49, CAMINO DEL SOL 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,259 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,190 SQ FT
~0.12 ACRES

PROJECT TREES:
80 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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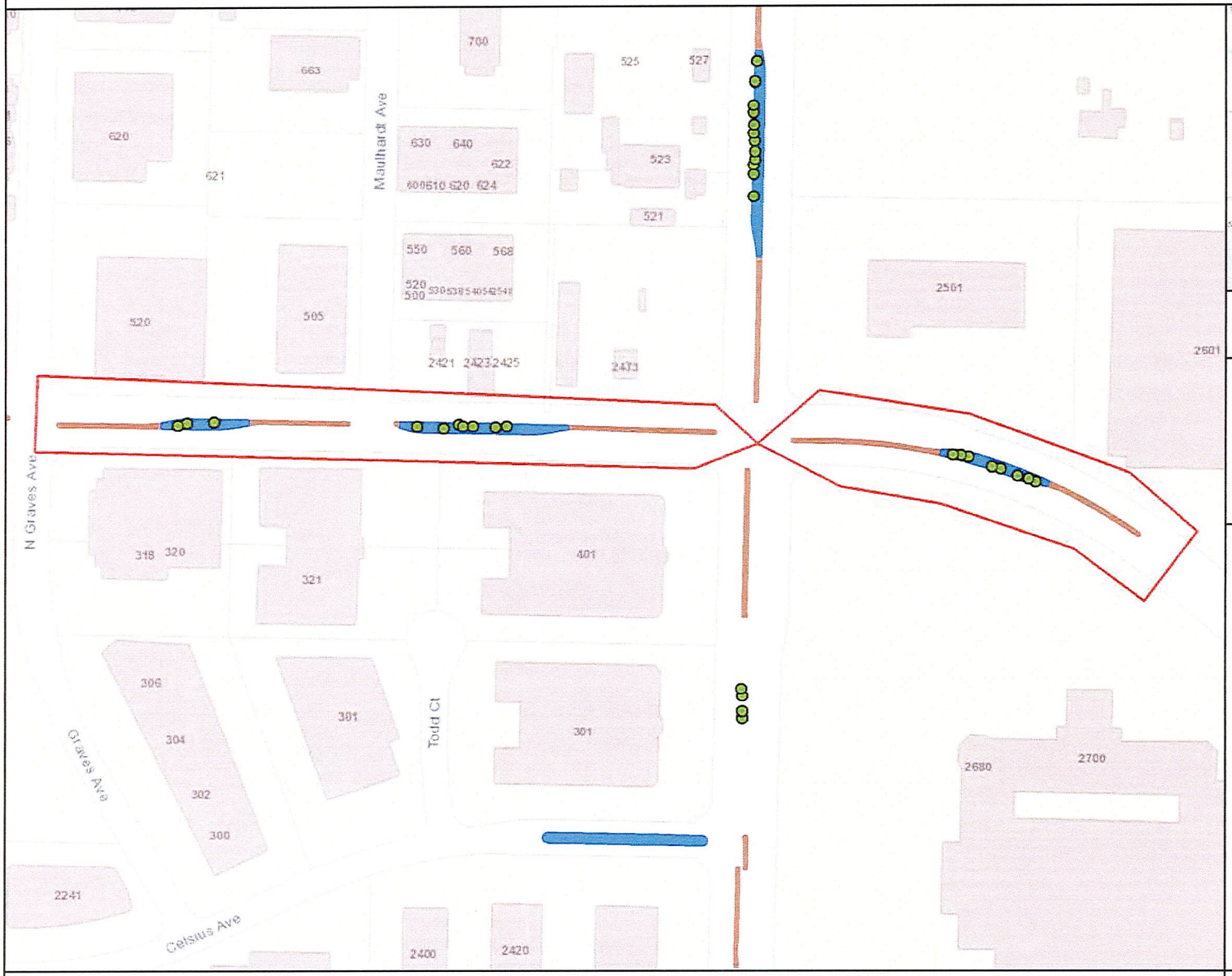
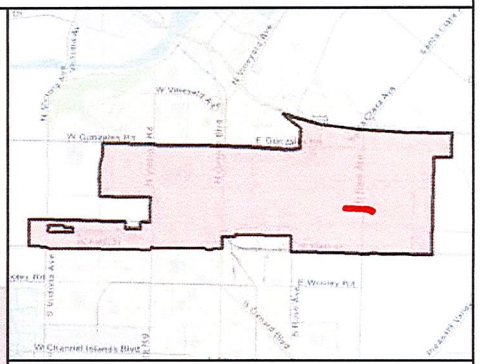
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 4 OF 49, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,369 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,736 SQ FT
~0.11 ACRES

PROJECT TREES:
18 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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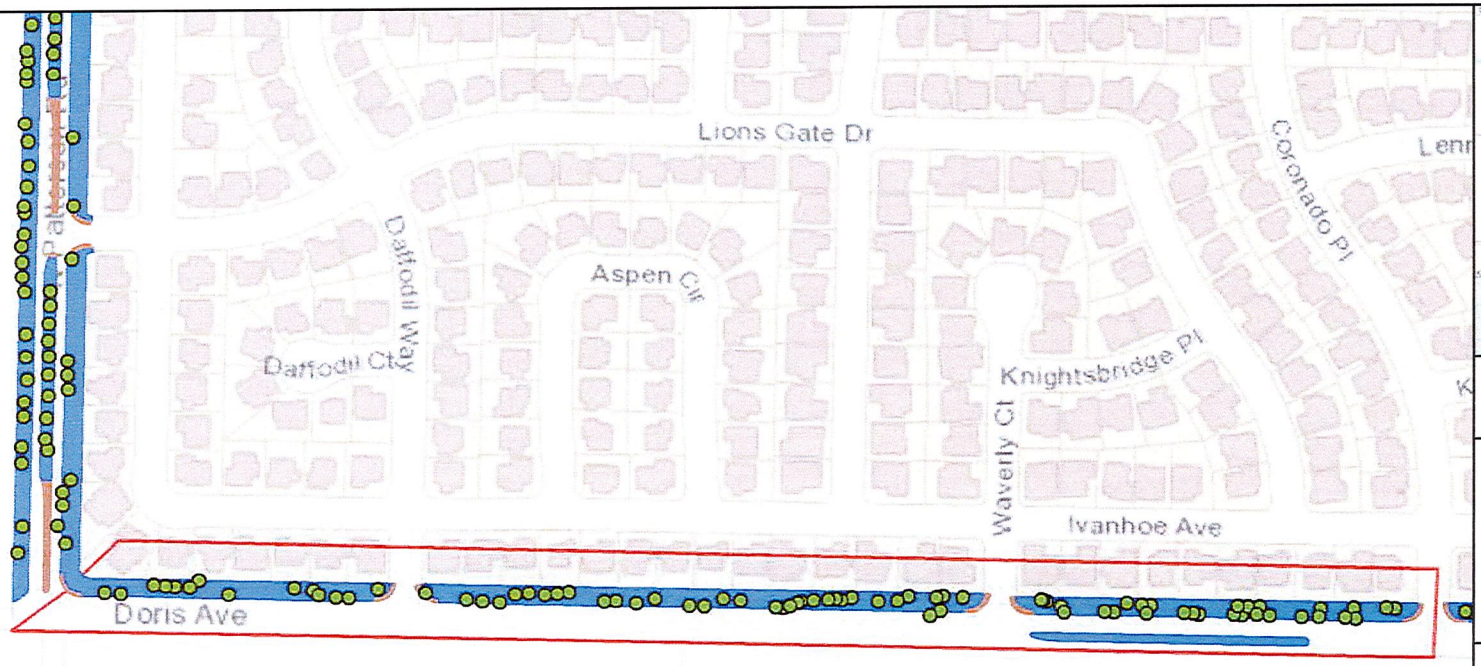
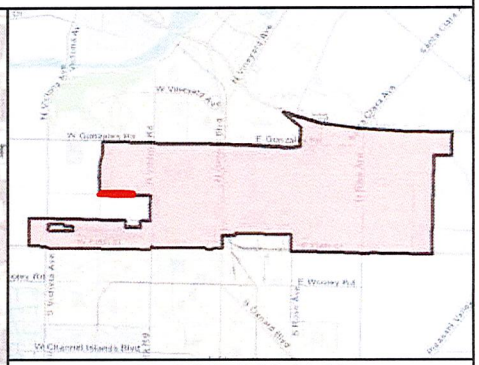
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 5 OF 49, DORIS AVE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,788 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,920 SQ FT
~0.32 ACRES

PROJECT TREES:
78 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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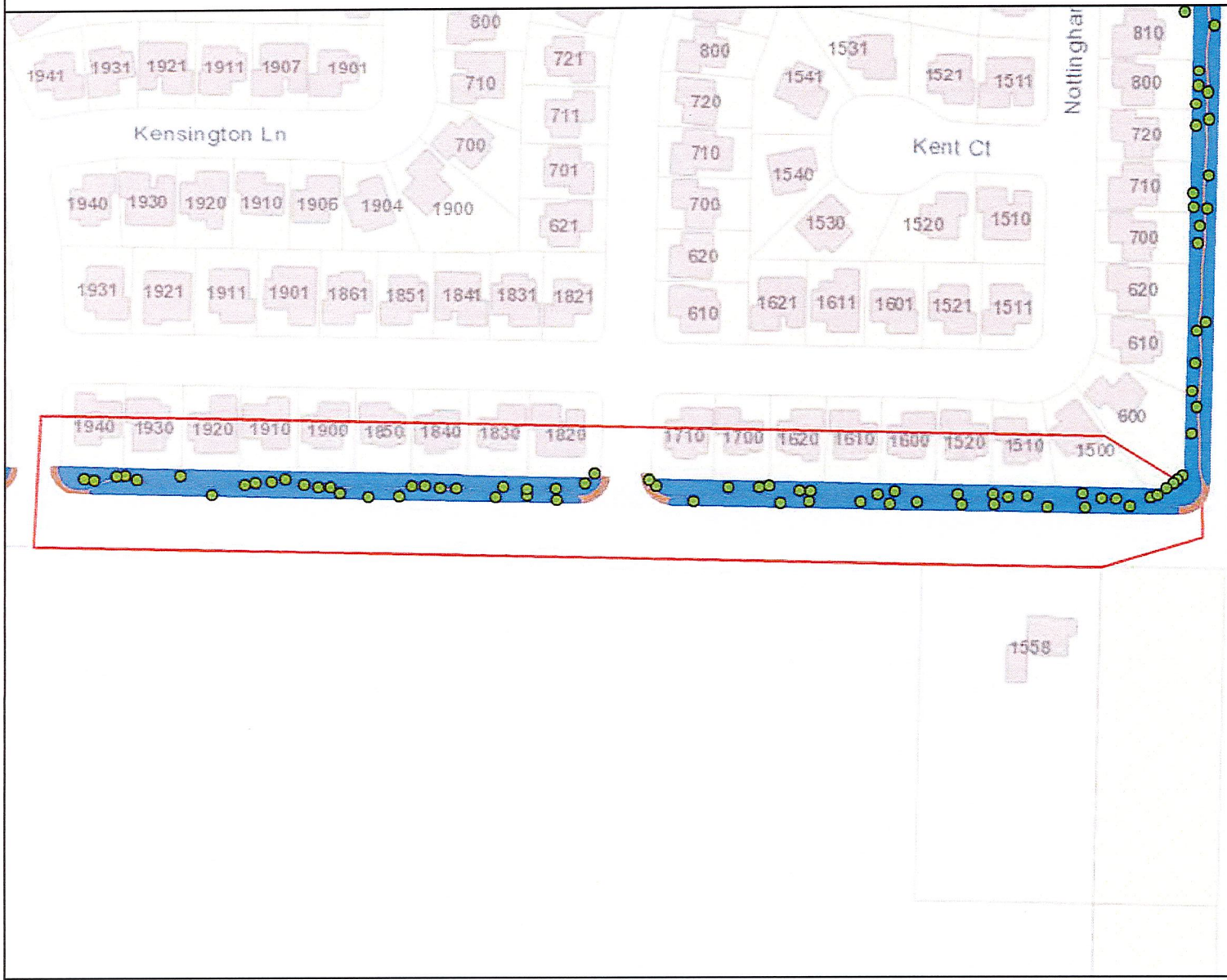
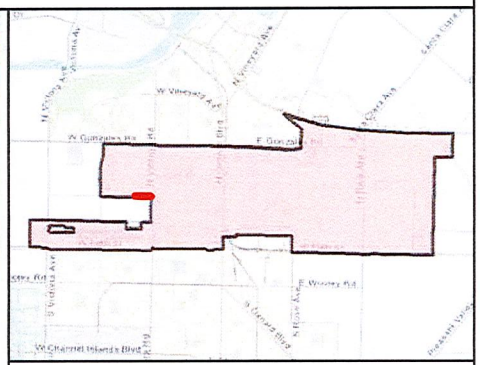
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 6 OF 49, DORIS AVE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,077 SQ FT
~0.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,759 SQ FT
~0.18 ACRES

PROJECT TREES:
60 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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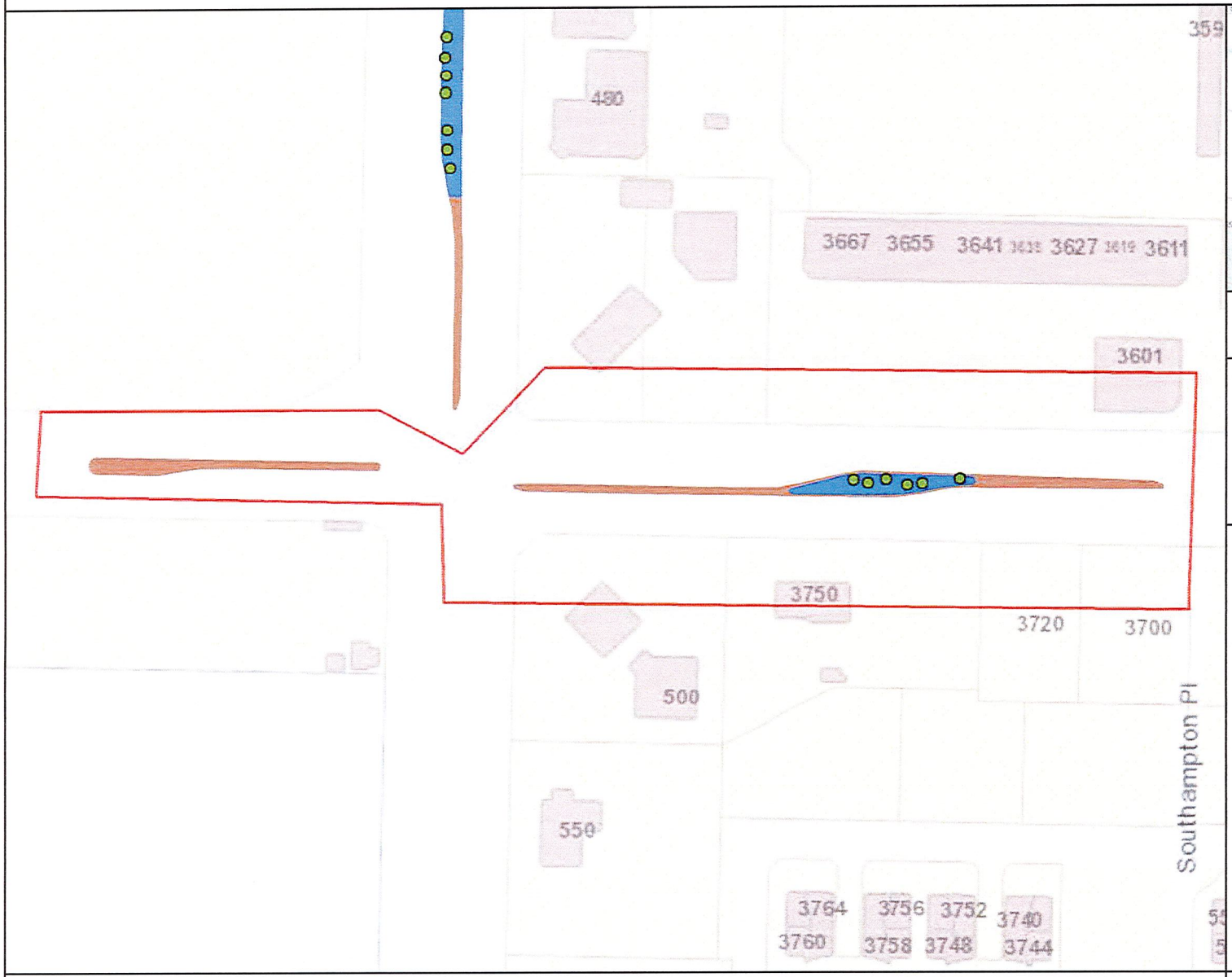
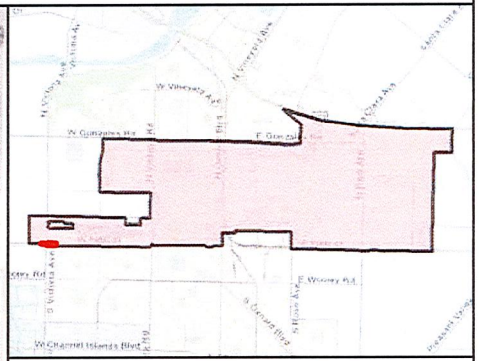
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 7 OF 49, FIFTH ST 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,305 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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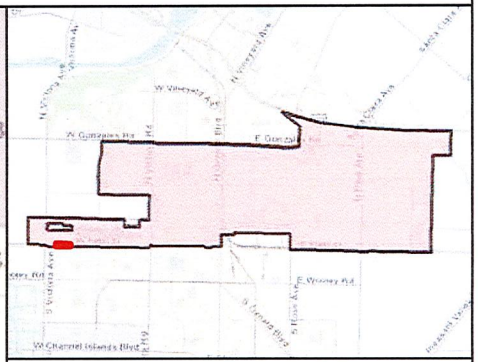
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 8 OF 49, FIFTH ST 02



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,085 SQ FT
~0.53 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,832 SQ FT
~0.18 ACRES

PROJECT TREES:
40 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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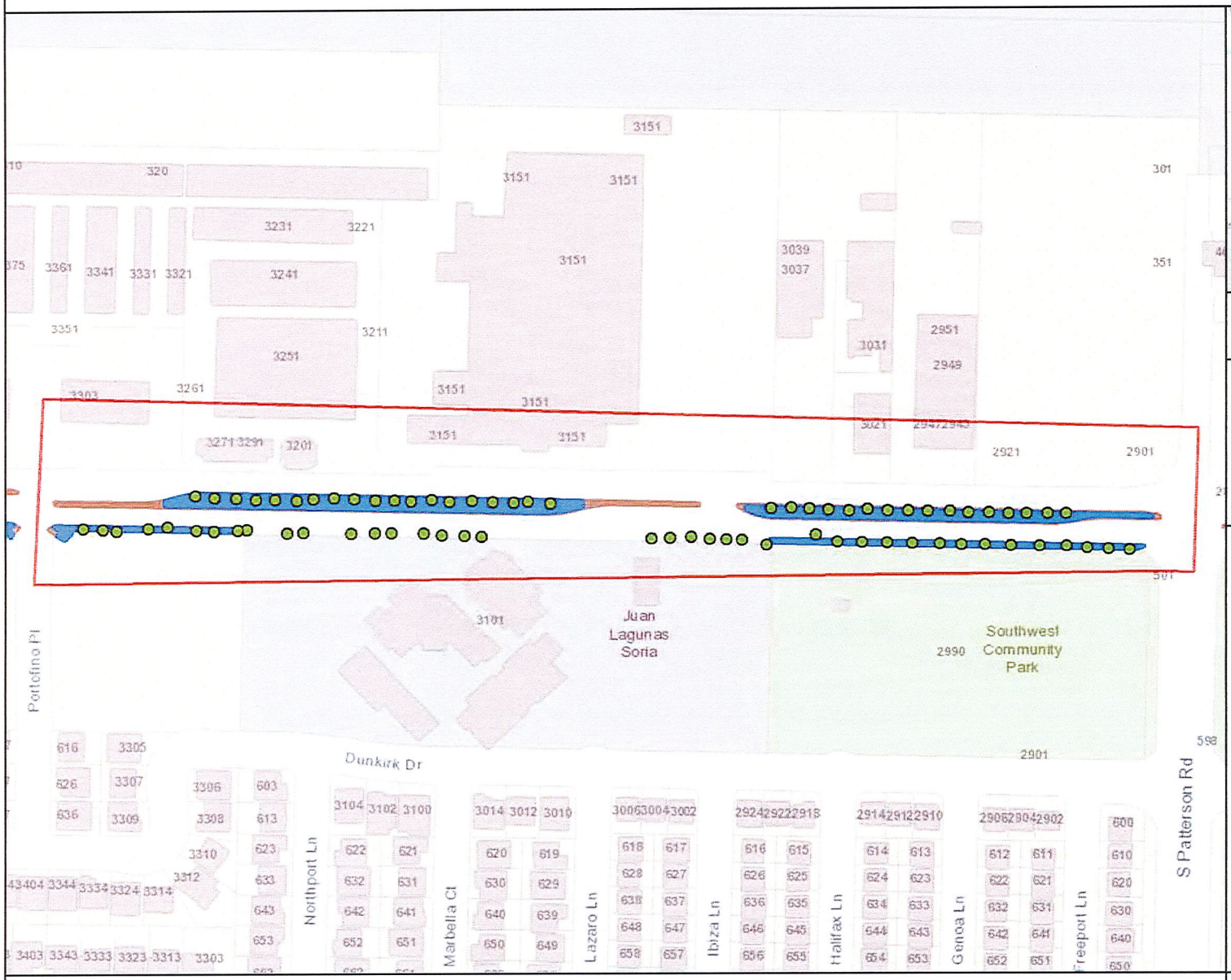
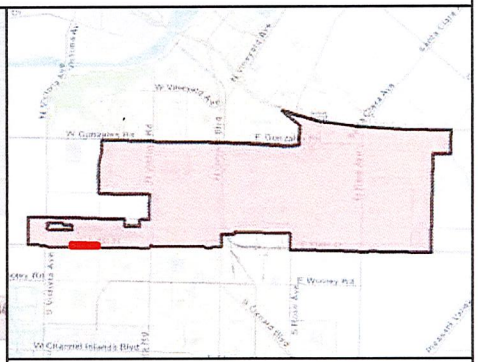
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 9 OF 49, FIFTH ST 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~46,458 SQ FT
~1.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,370 SQ FT
~0.28 ACRES

PROJECT TREES:
74 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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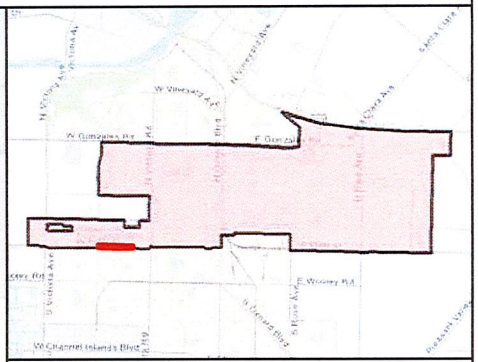
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 10 OF 49, FIFTH ST 04



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,677 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,163 SQ FT
~0.1 ACRES

PROJECT TREES:
92 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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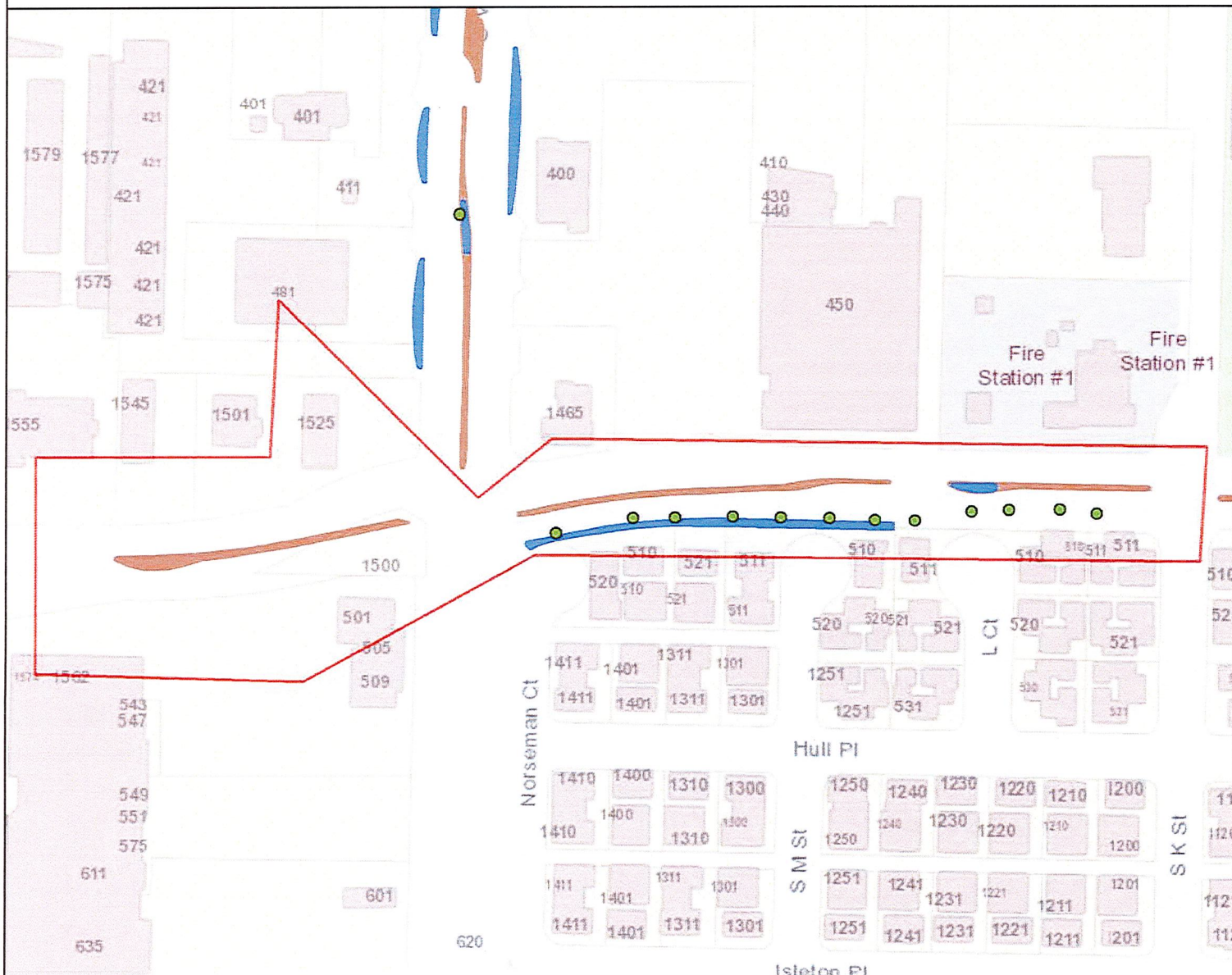
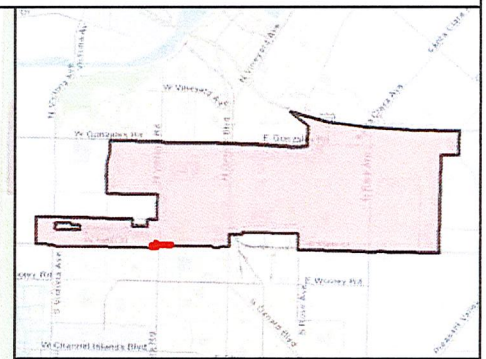
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 11 OF 49, FIFTH ST 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,129 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,162 SQ FT
~0.14 ACRES

PROJECT TREES:
12 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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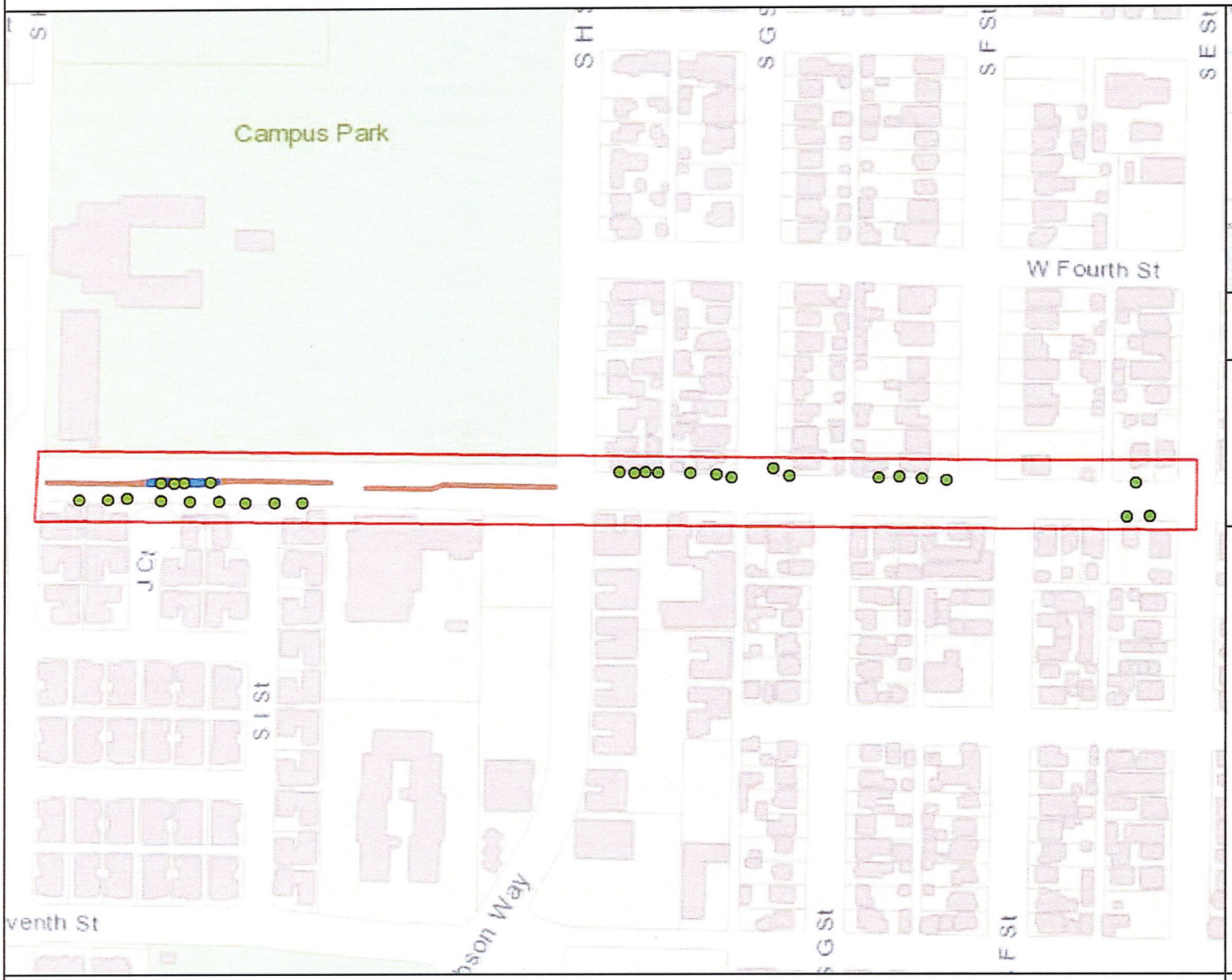
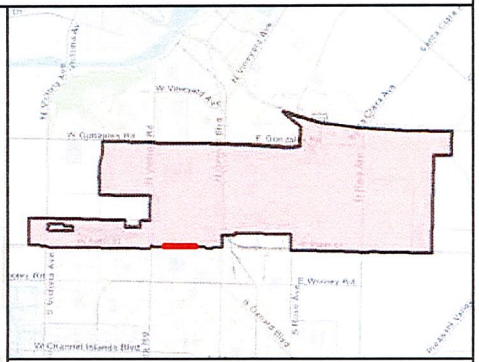
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 12 OF 49, FIFTH ST 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,319 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,195 SQ FT
~0.1 ACRES

PROJECT TREES:
29 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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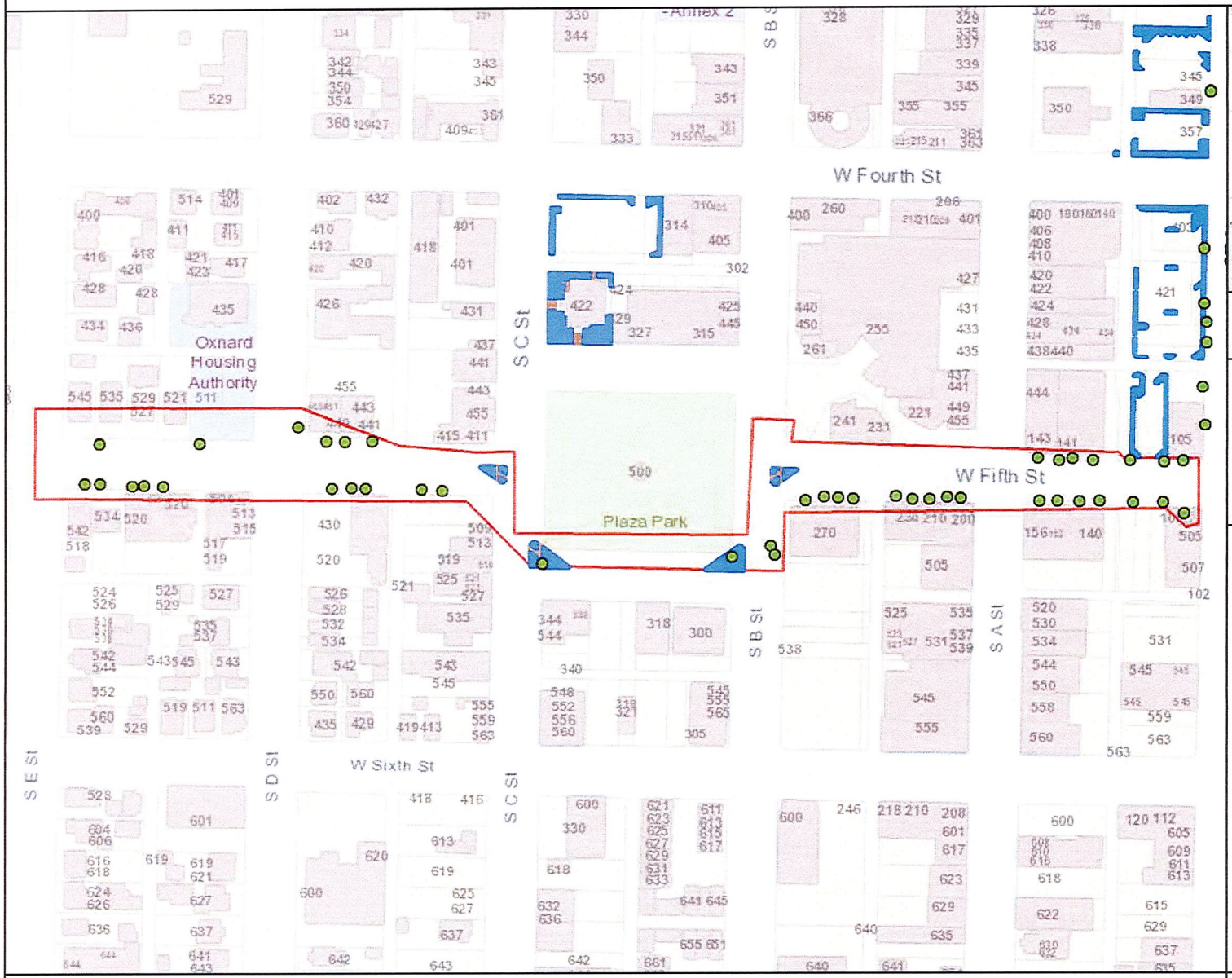
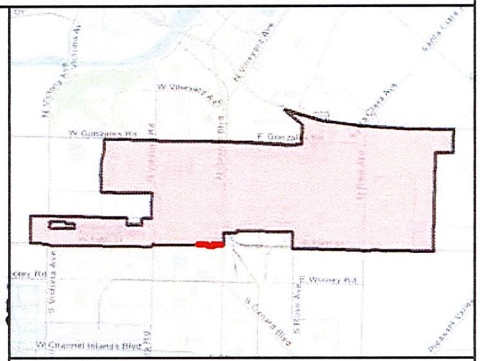
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 13 OF 49, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,237 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,047 SQ FT
~0.02 ACRES

PROJECT TREES:
43 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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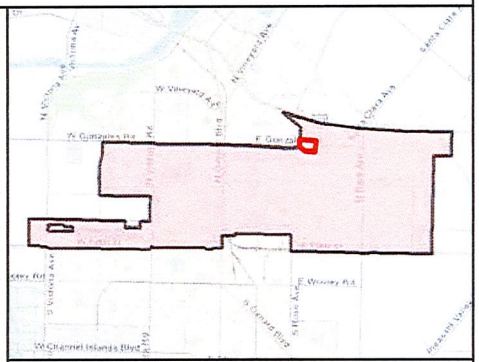
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 14 OF 49, GONZALES 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,718 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
29 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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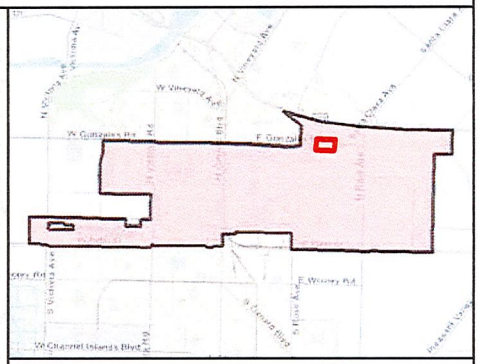
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 15 OF 49, GONZALES 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,338 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,587 SQ FT
~0.13 ACRES

PROJECT TREES:
27 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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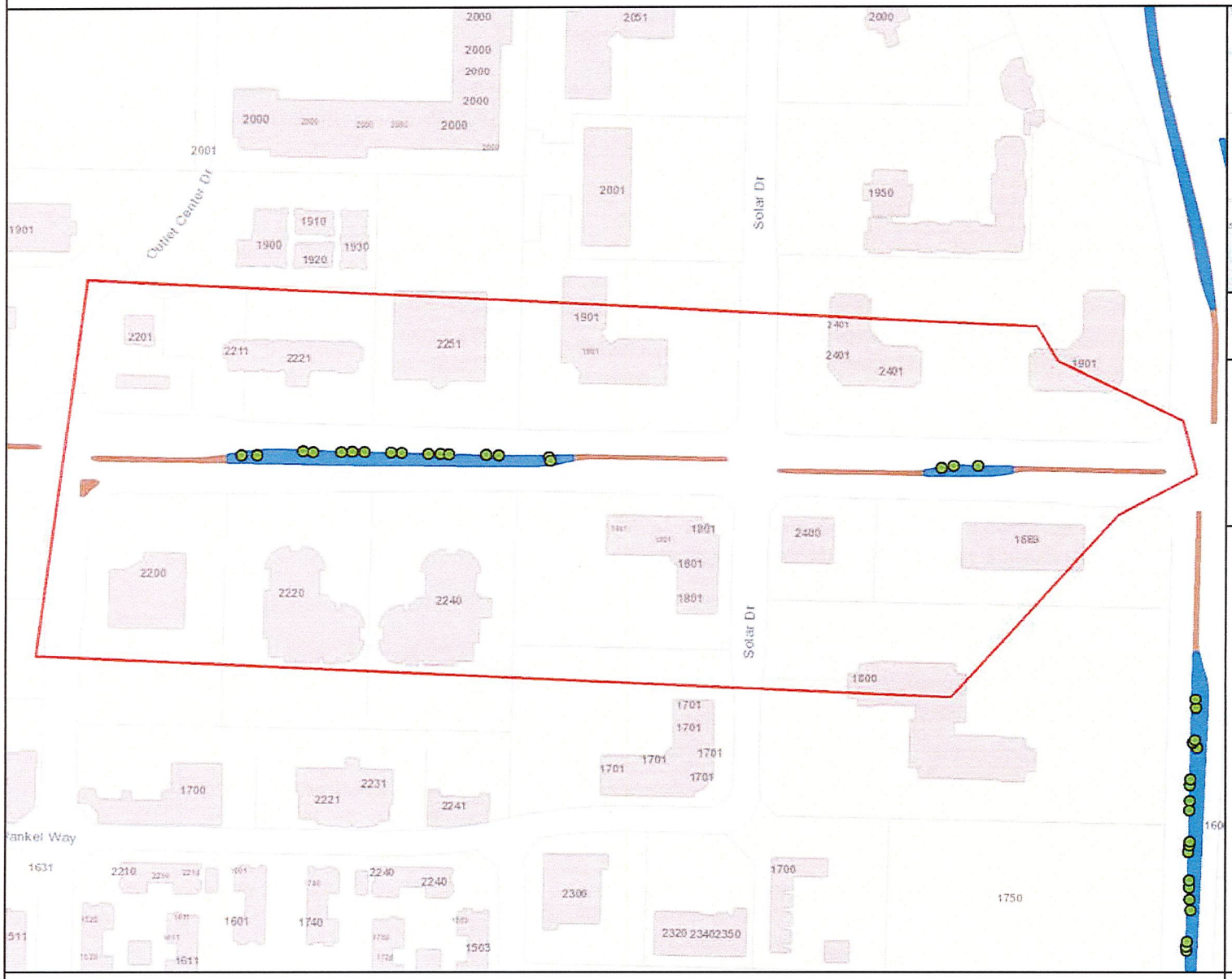
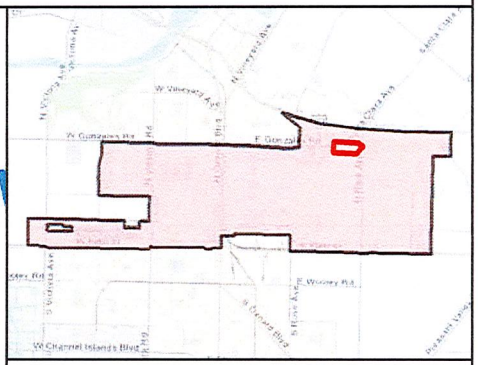
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 16 OF 49, GONZALES 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,135 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,467 SQ FT
~0.1 ACRES

PROJECT TREES:
19 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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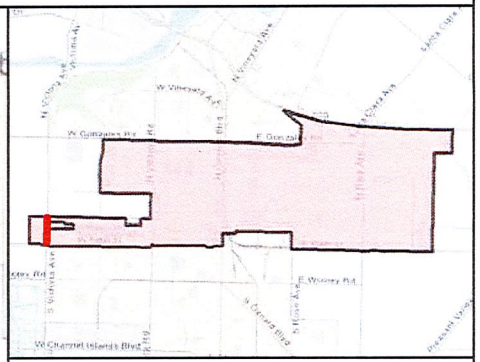
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 17 OF 49, N VICTORIA



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,639 SQ FT
~0.11 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,286 SQ FT
~0.08 ACRES

PROJECT TREES:
13 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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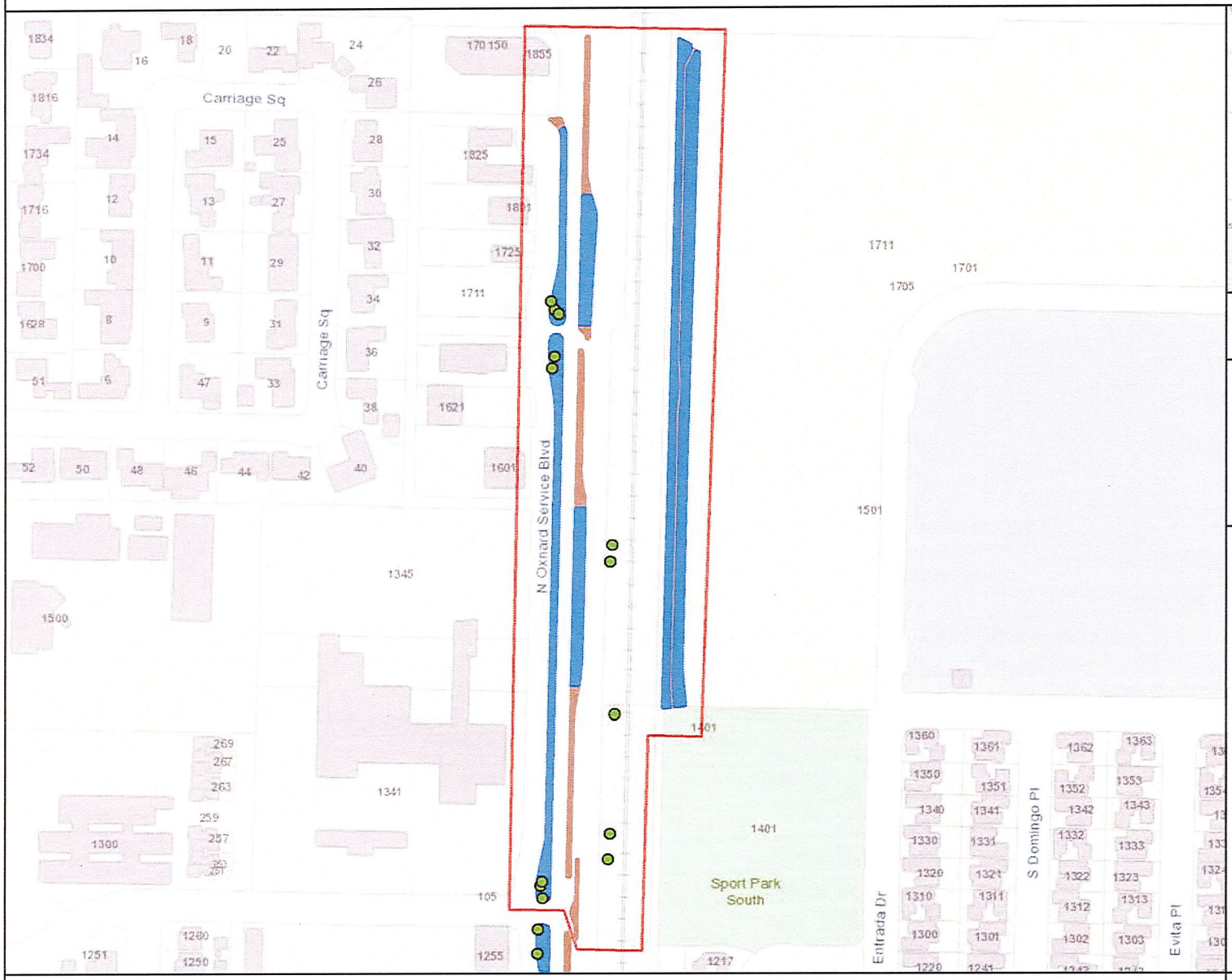
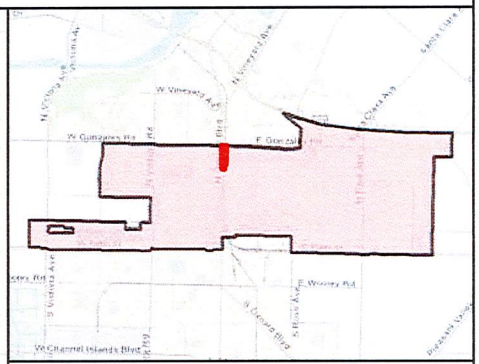
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 18 OF 49, OXNARD BLVD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,985 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,416 SQ FT
~0.47 ACRES

PROJECT TREES:
13 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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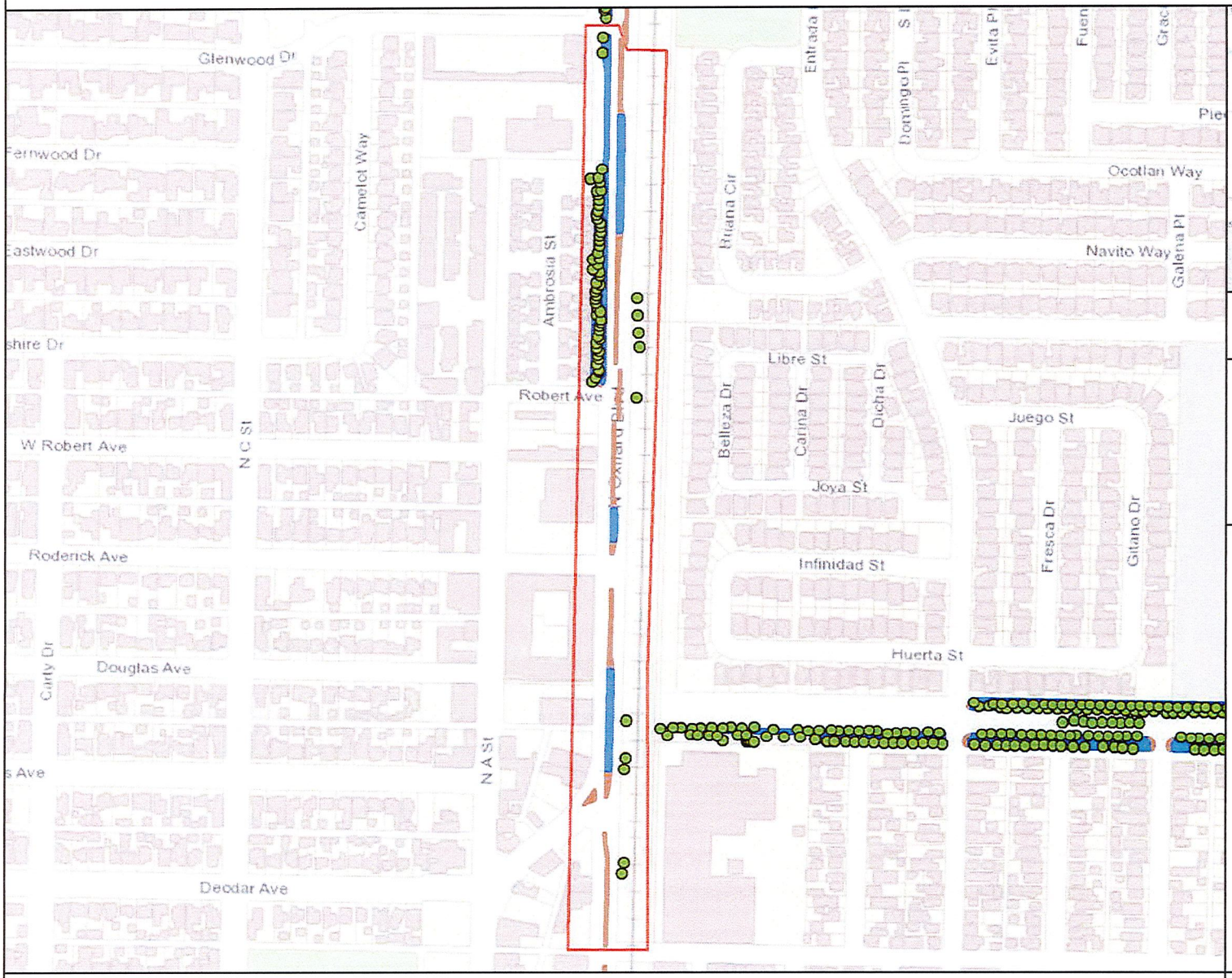
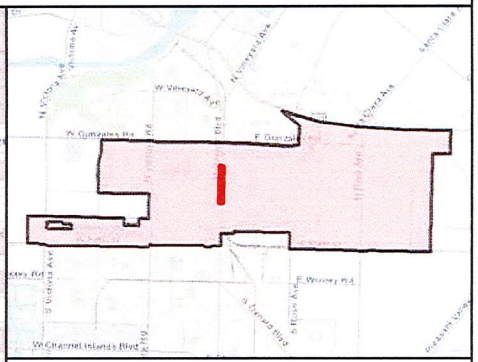
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 19 OF 49, OXNARD BLVD 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,926 SQ FT
~0.78 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,781 SQ FT
~0.34 ACRES

PROJECT TREES:
63 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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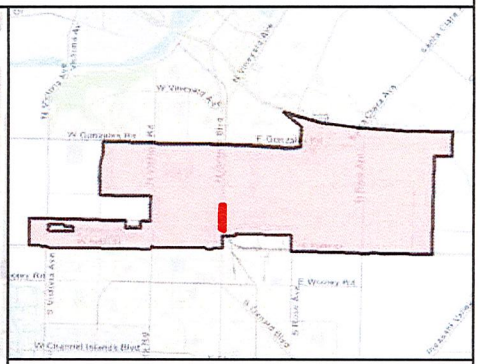
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 20 OF 49, OXNARD BLVD 3



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,602 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,972 SQ FT
~0.11 ACRES

PROJECT TREES:
14 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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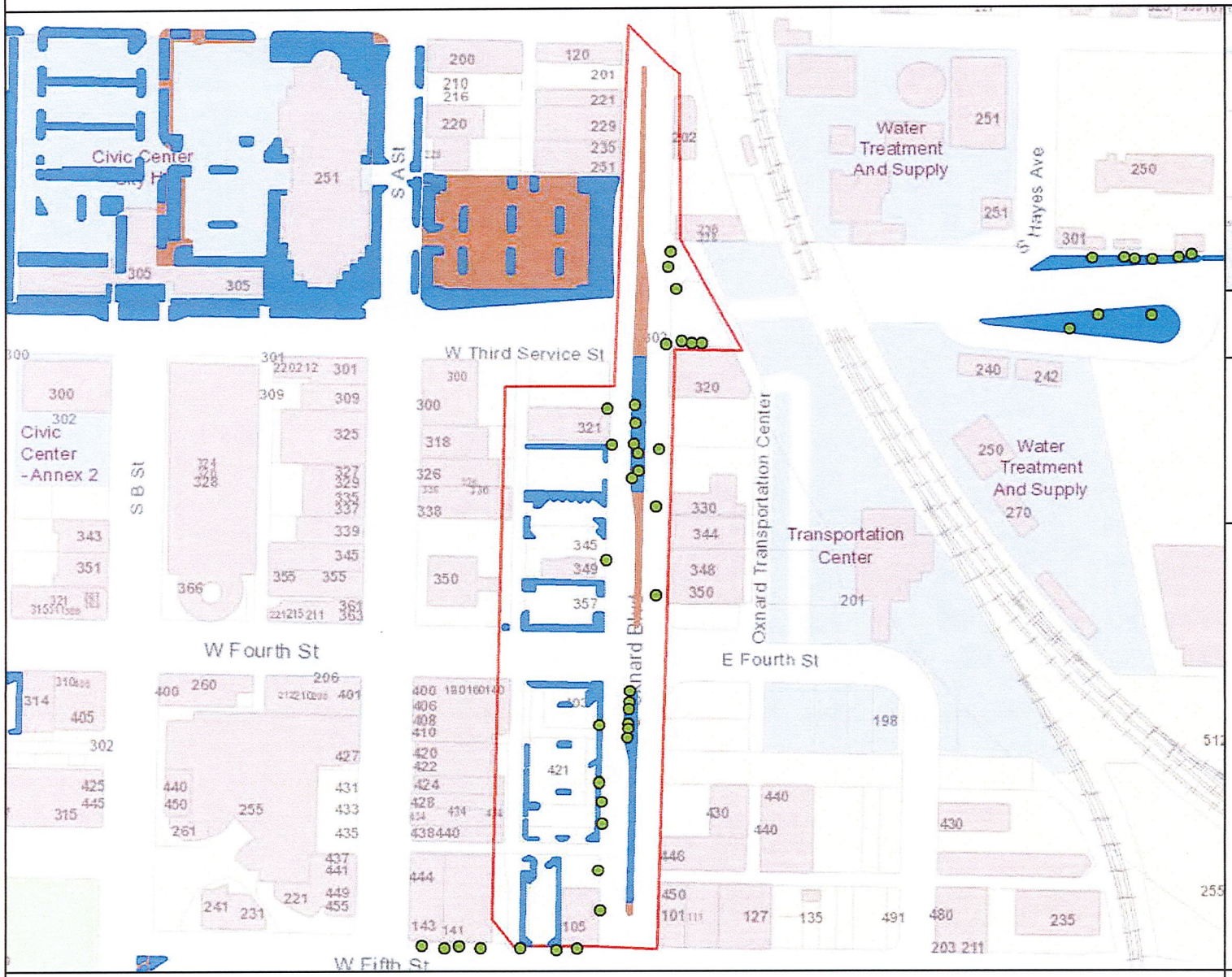
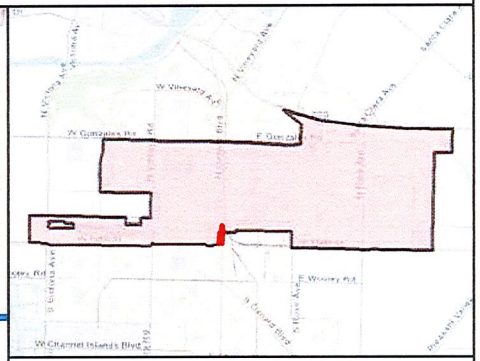
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 21 OF 49, OXNARD BLVD 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,082 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,326 SQ FT
~0.1 ACRES

PROJECT TREES:
31 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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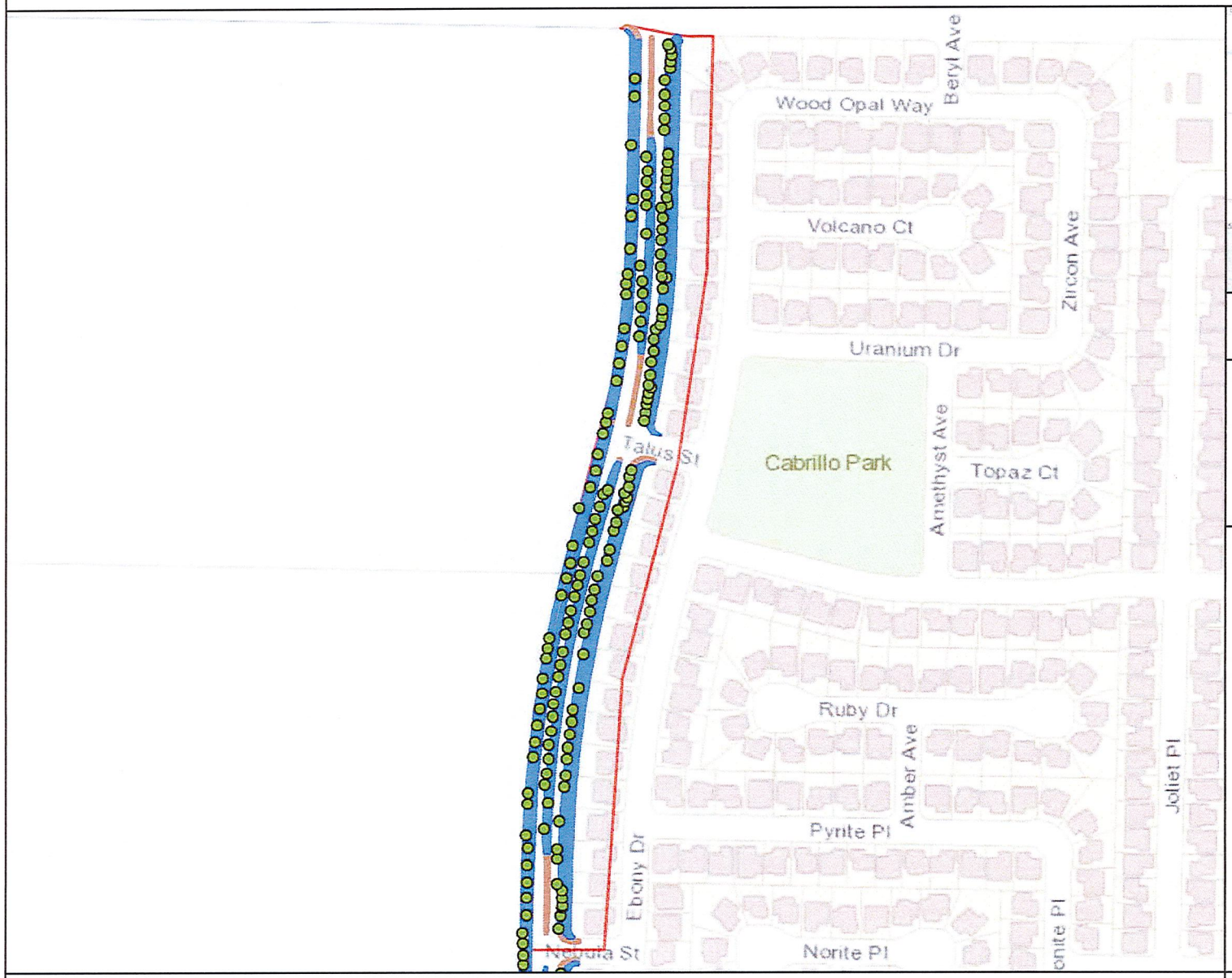
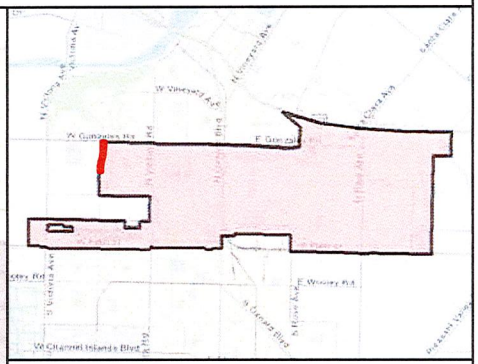
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 22 OF 49, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~98,563 SQ FT
~2.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~31,015 SQ FT
~0.71 ACRES

PROJECT TREES:
159 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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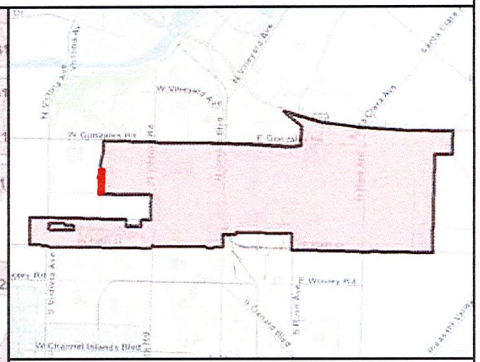
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 23 OF 49, PATTERSON RD 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~77,916 SQ FT
~1.79 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~24,204 SQ FT
~0.56 ACRES

PROJECT TREES:
93 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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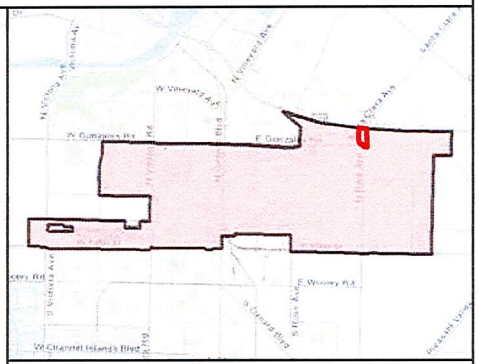
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 24 OF 49, RICE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,840 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,142 SQ FT
~0.14 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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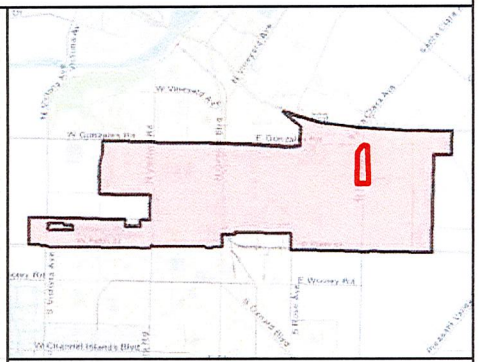
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 25 OF 49, RICE 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,542 SQ FT
~0.86 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,603 SQ FT
~0.06 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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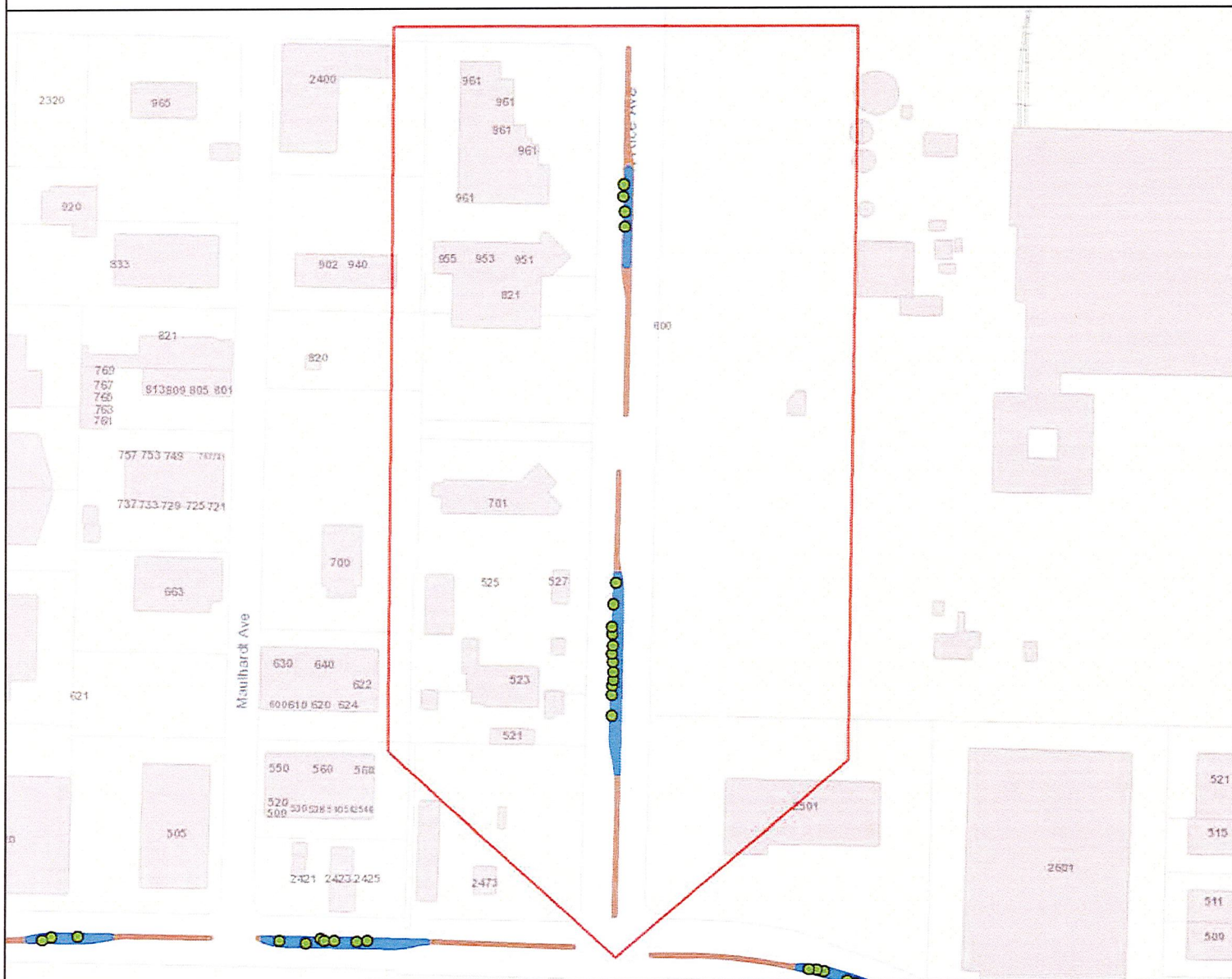
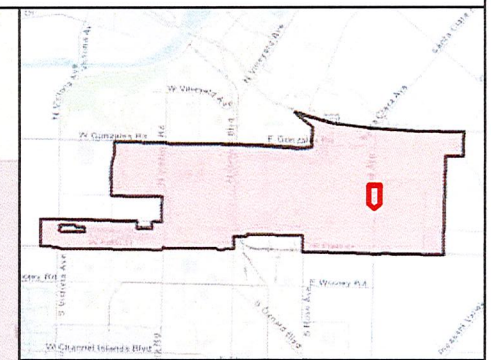
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 26 OF 49, RICE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,941 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,484 SQ FT
~0.13 ACRES

PROJECT TREES:
16 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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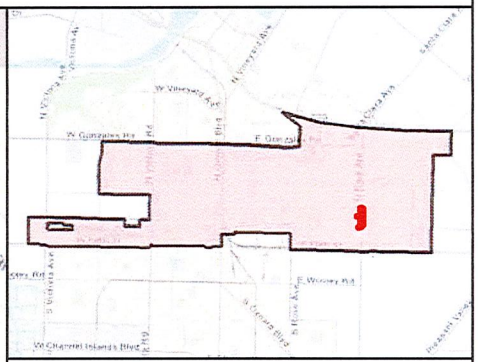
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 27 OF 49, RICE 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,934 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,654 SQ FT
~0.06 ACRES

PROJECT TREES:
9 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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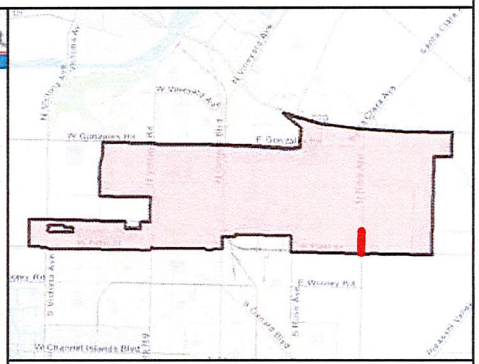
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 28 OF 49, RICE 5



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,756 SQ FT
~0.04 ACRES

PROJECT TREES:
96 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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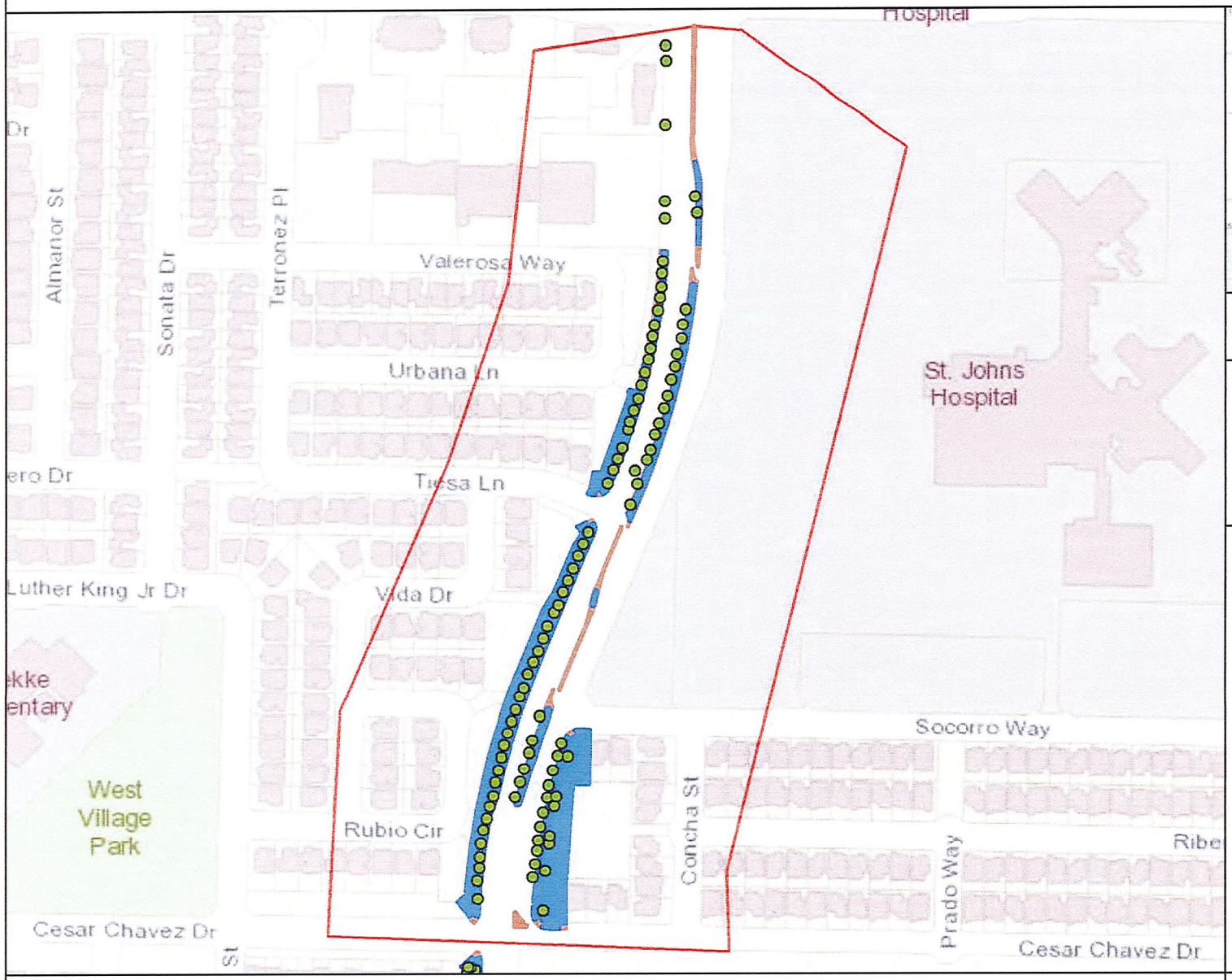
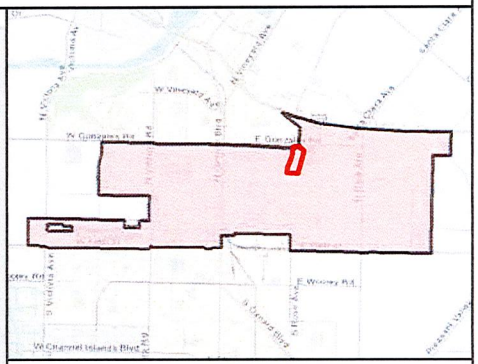
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 29 OF 49, ROSE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,883 SQ FT
~1.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,225 SQ FT
~0.42 ACRES

PROJECT TREES:
96 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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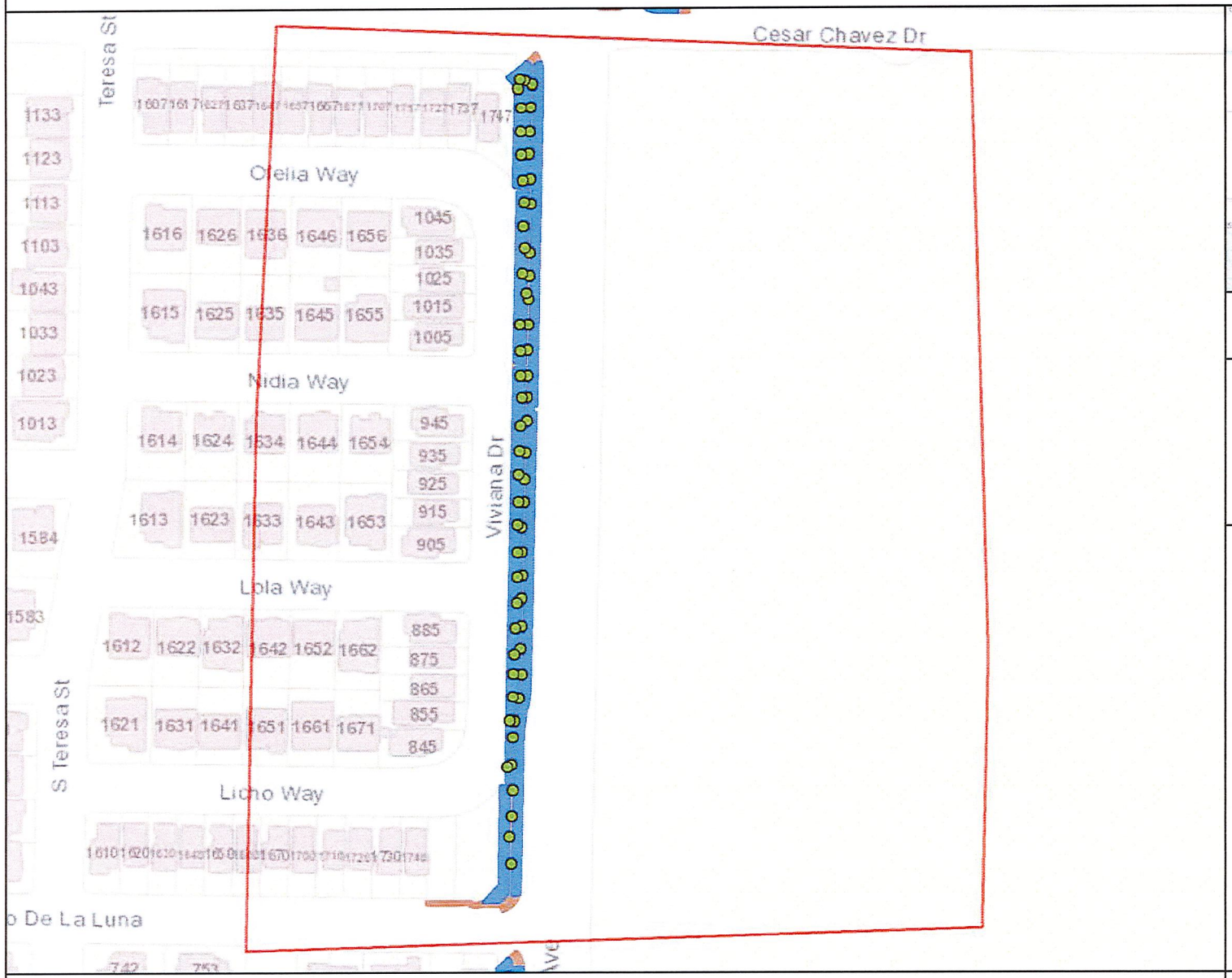
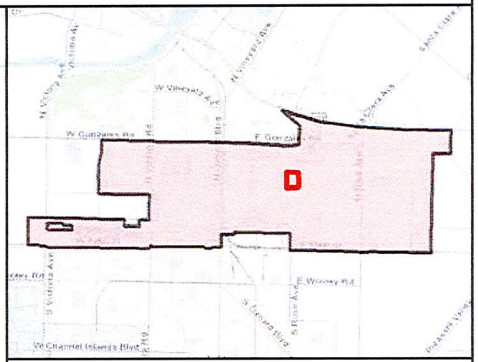
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 30 OF 49, ROSE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,323 SQ FT
~0.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,967 SQ FT
~0.16 ACRES

PROJECT TREES:
62 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

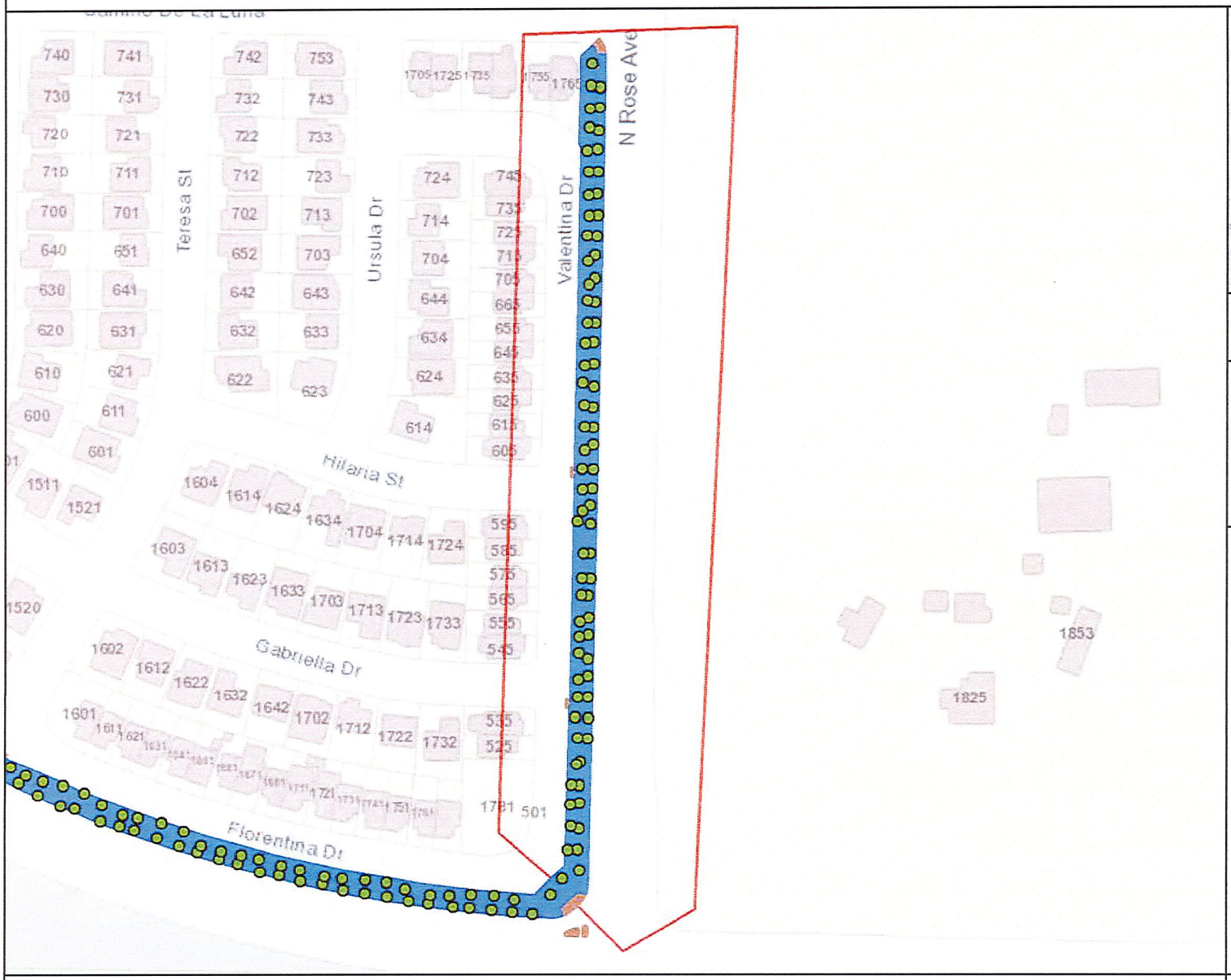
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

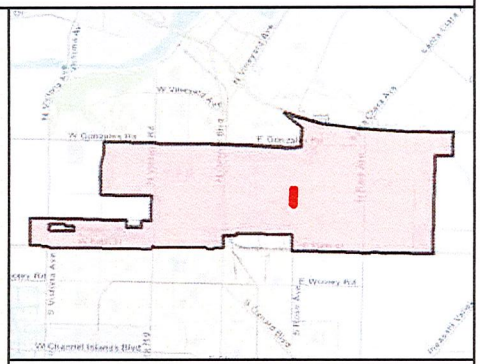
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 31 OF 49, ROSE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,416 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,796 SQ FT
~0.16 ACRES

PROJECT TREES:
77 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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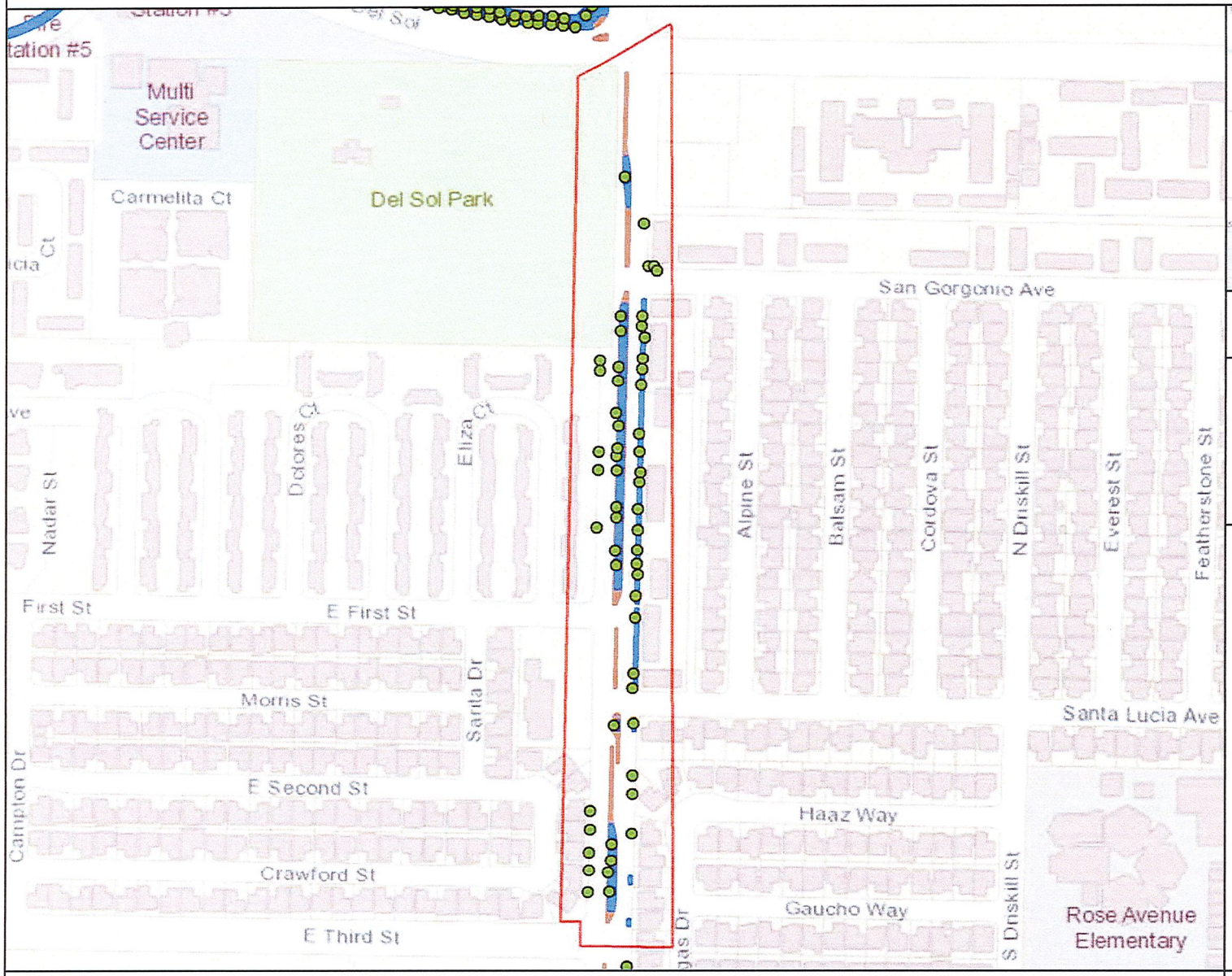
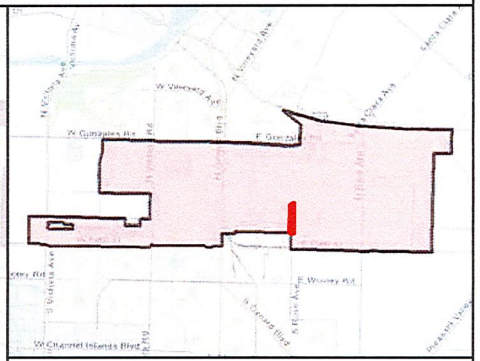
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 32 OF 49, ROSE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,828 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,548 SQ FT
~0.2 ACRES

PROJECT TREES:
56 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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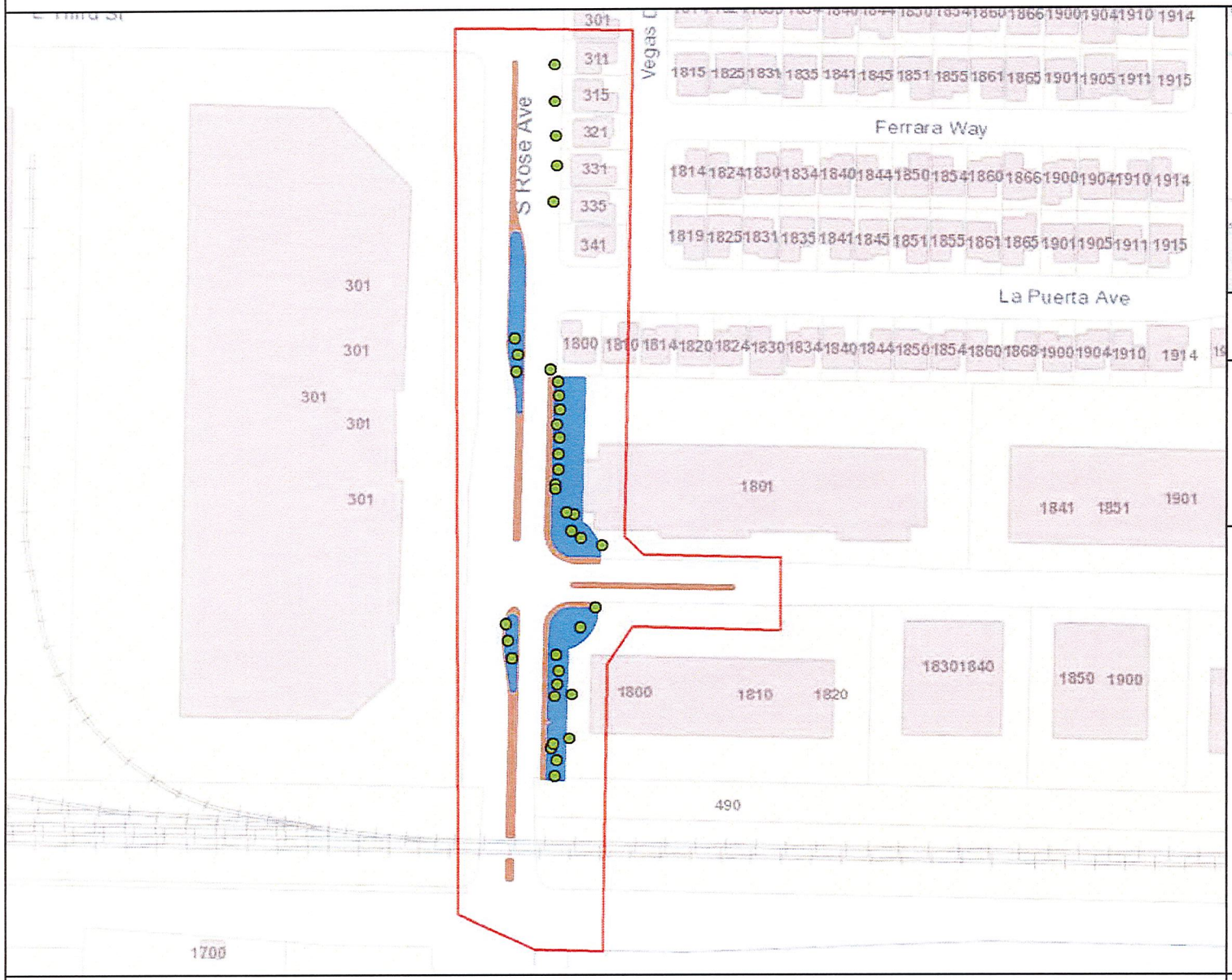
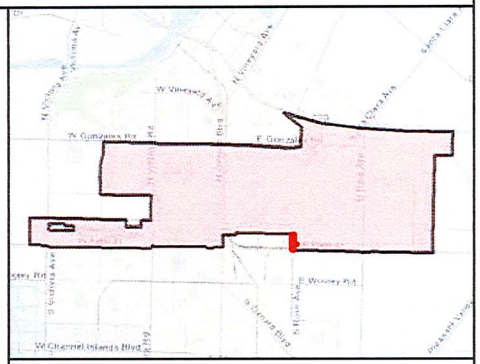
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 33 OF 49, ROSE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,805 SQ FT
~0.48 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,996 SQ FT
~0.28 ACRES

PROJECT TREES:
38 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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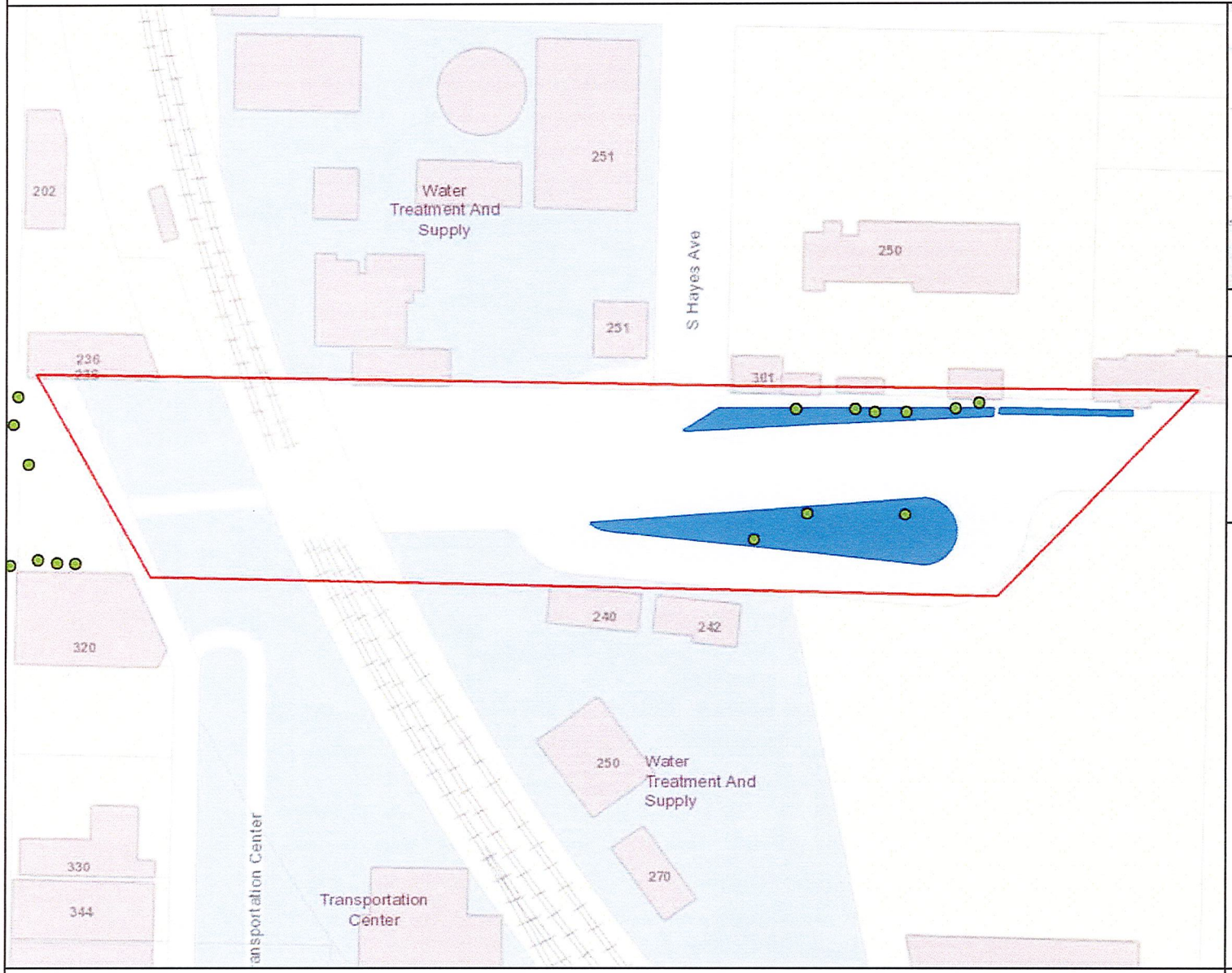
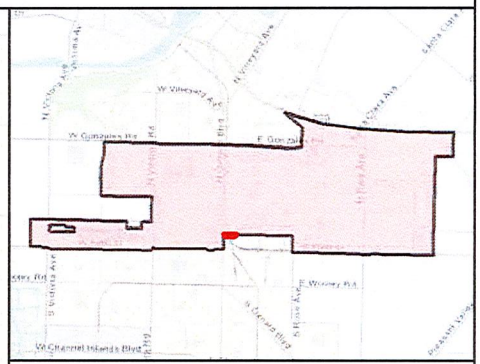
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 34 OF 49, THIRD





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~11,537 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
9 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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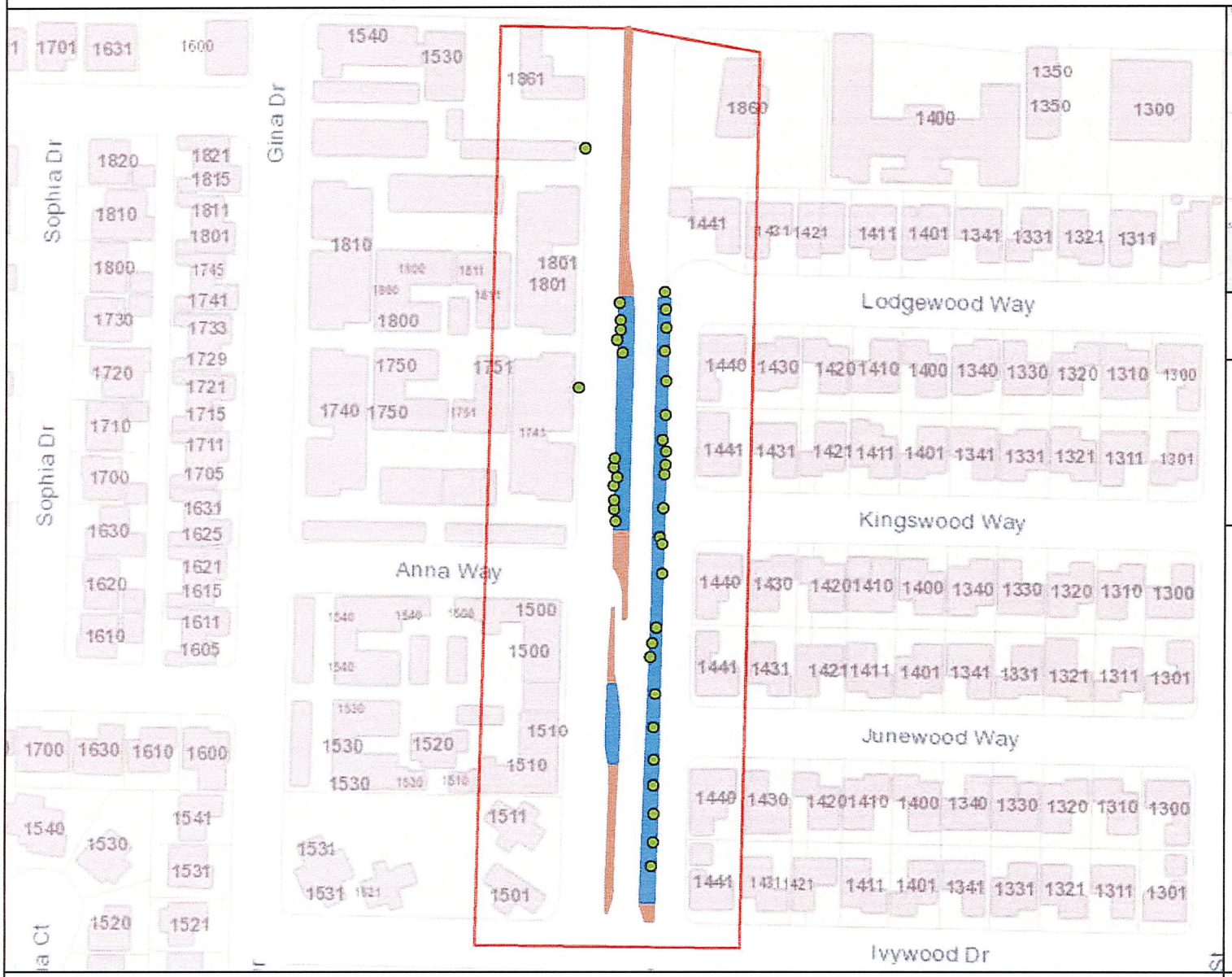
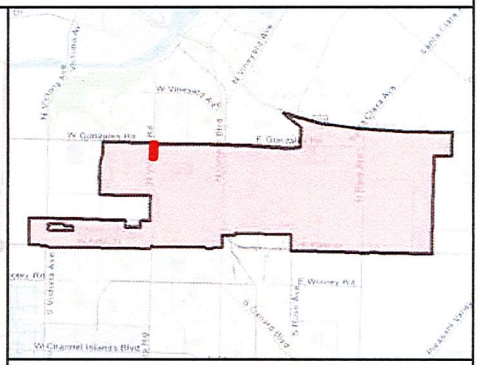
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 35 OF 49, VENTURA RD 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,314 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,995 SQ FT
~0.11 ACRES

PROJECT TREES:
38 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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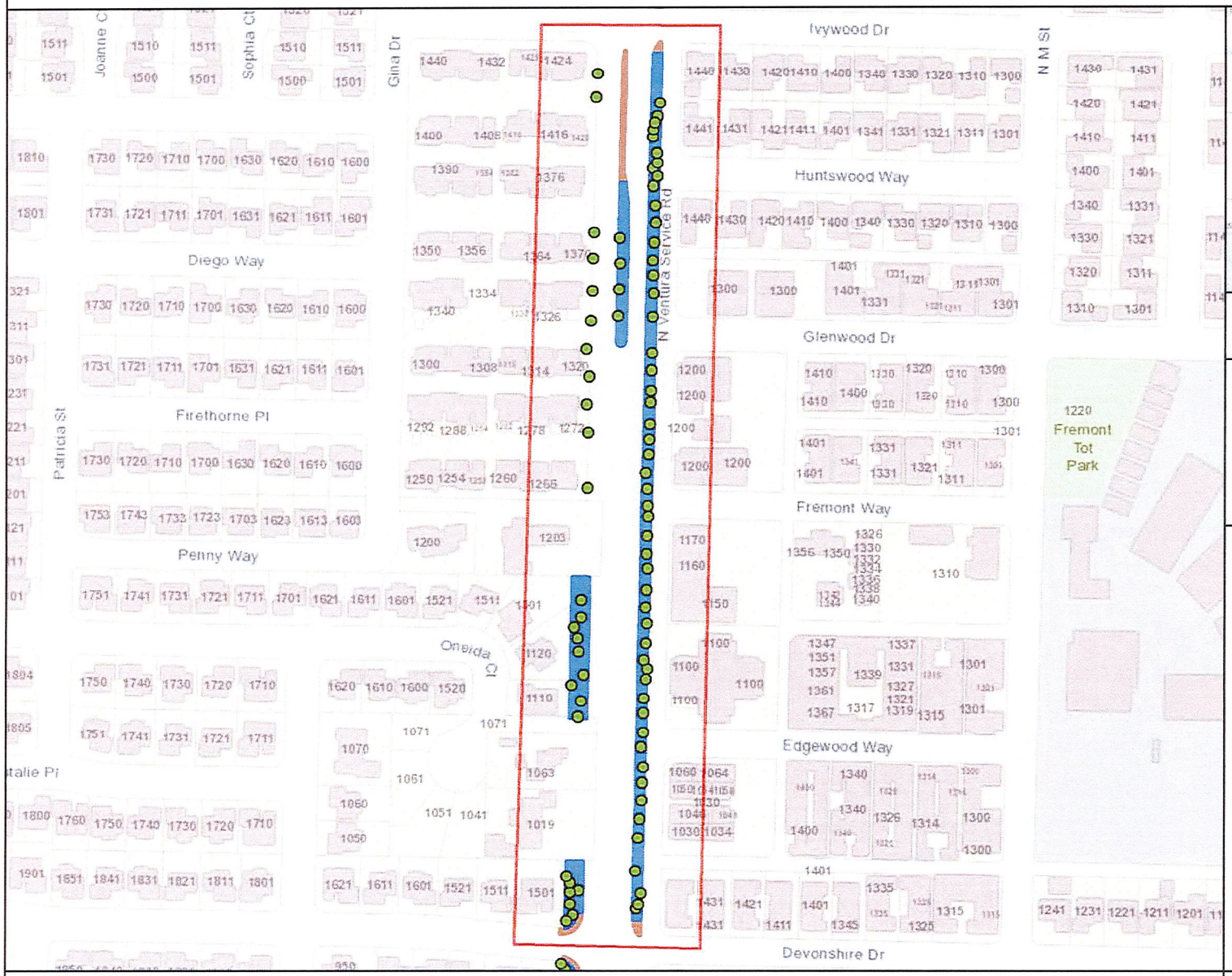
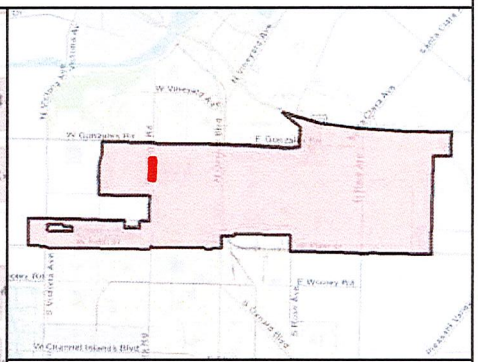
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 36 OF 49, VENTURA RD 02





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~36,645 SQ FT
~0.84 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,366 SQ FT
~0.1 ACRES

PROJECT TREES:
82 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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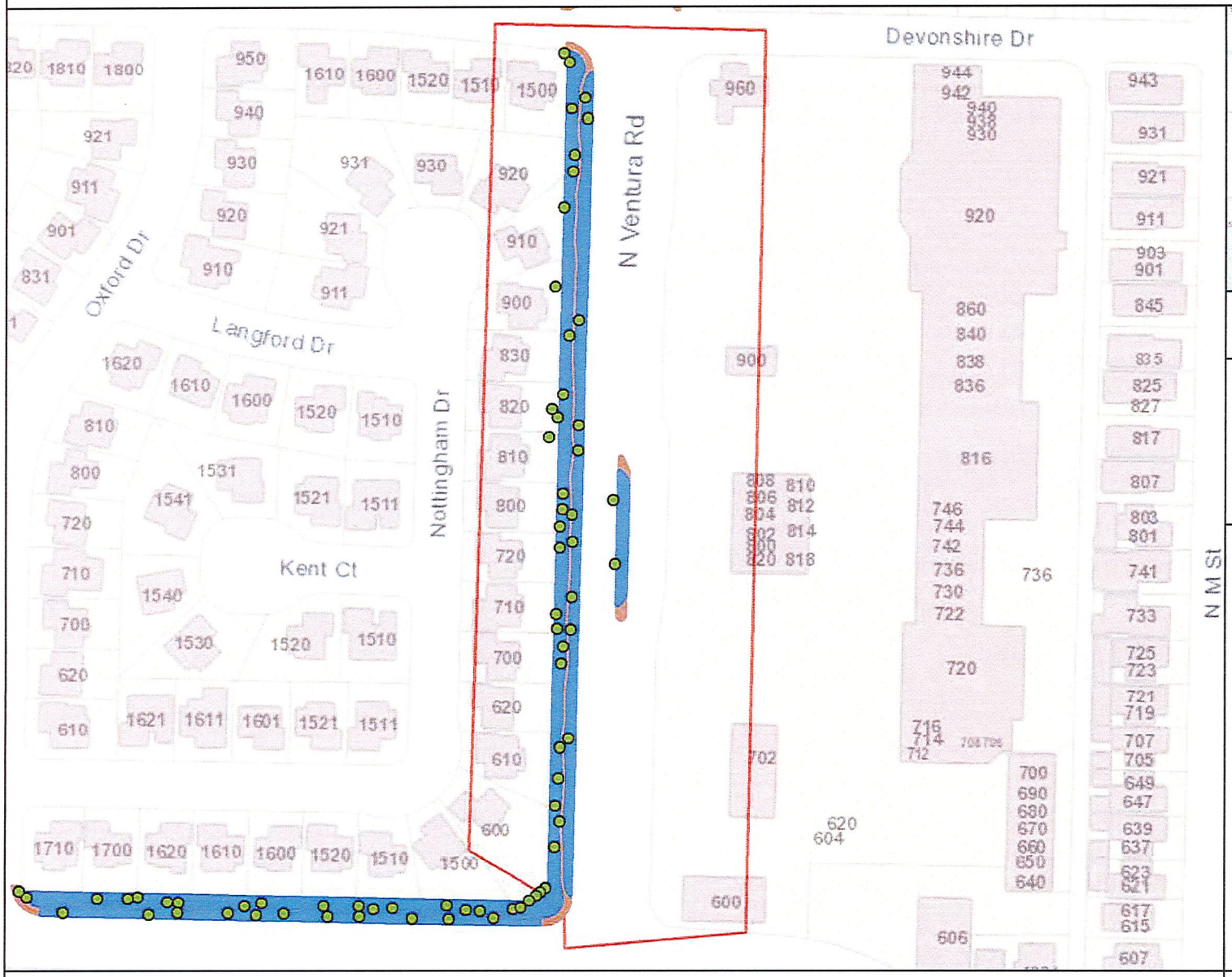
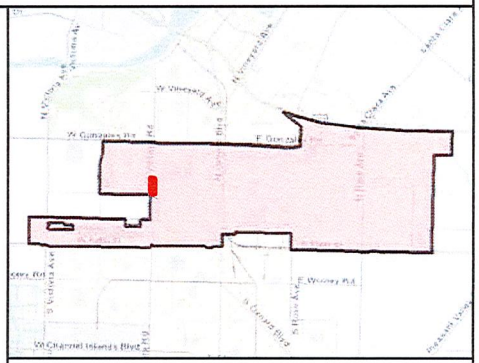
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 37 OF 49, VENTURA RD 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,795 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,283 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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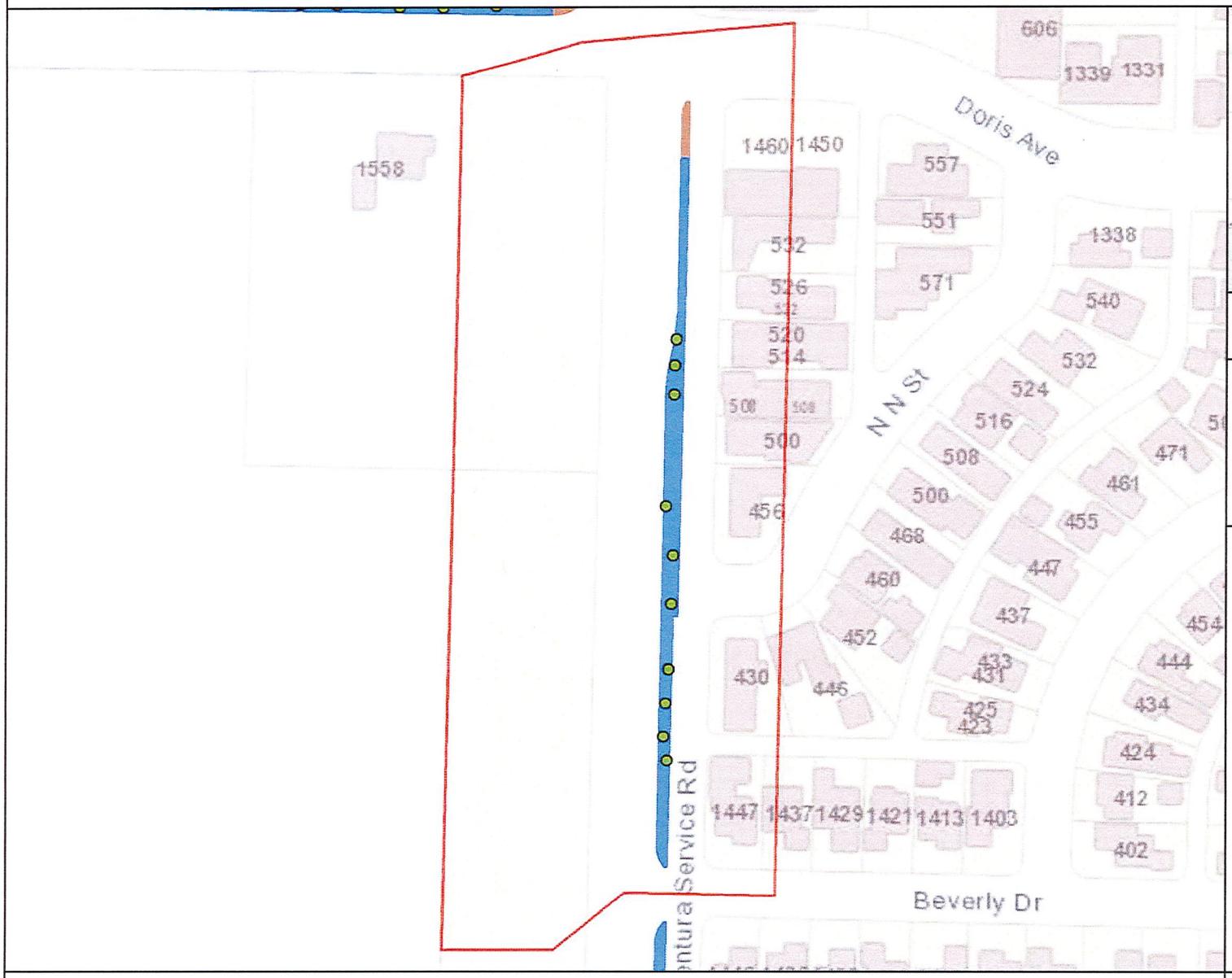
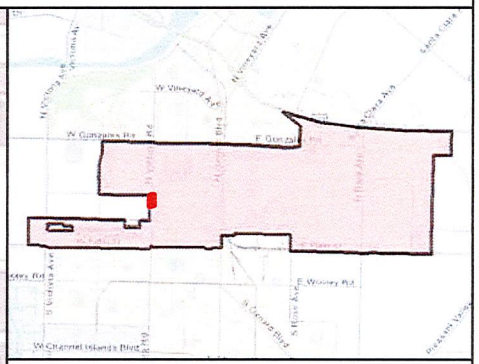
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 38 OF 49, VENTURA RD 04





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,501 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~314 SQ FT
~0.01 ACRES

PROJECT TREES:
10 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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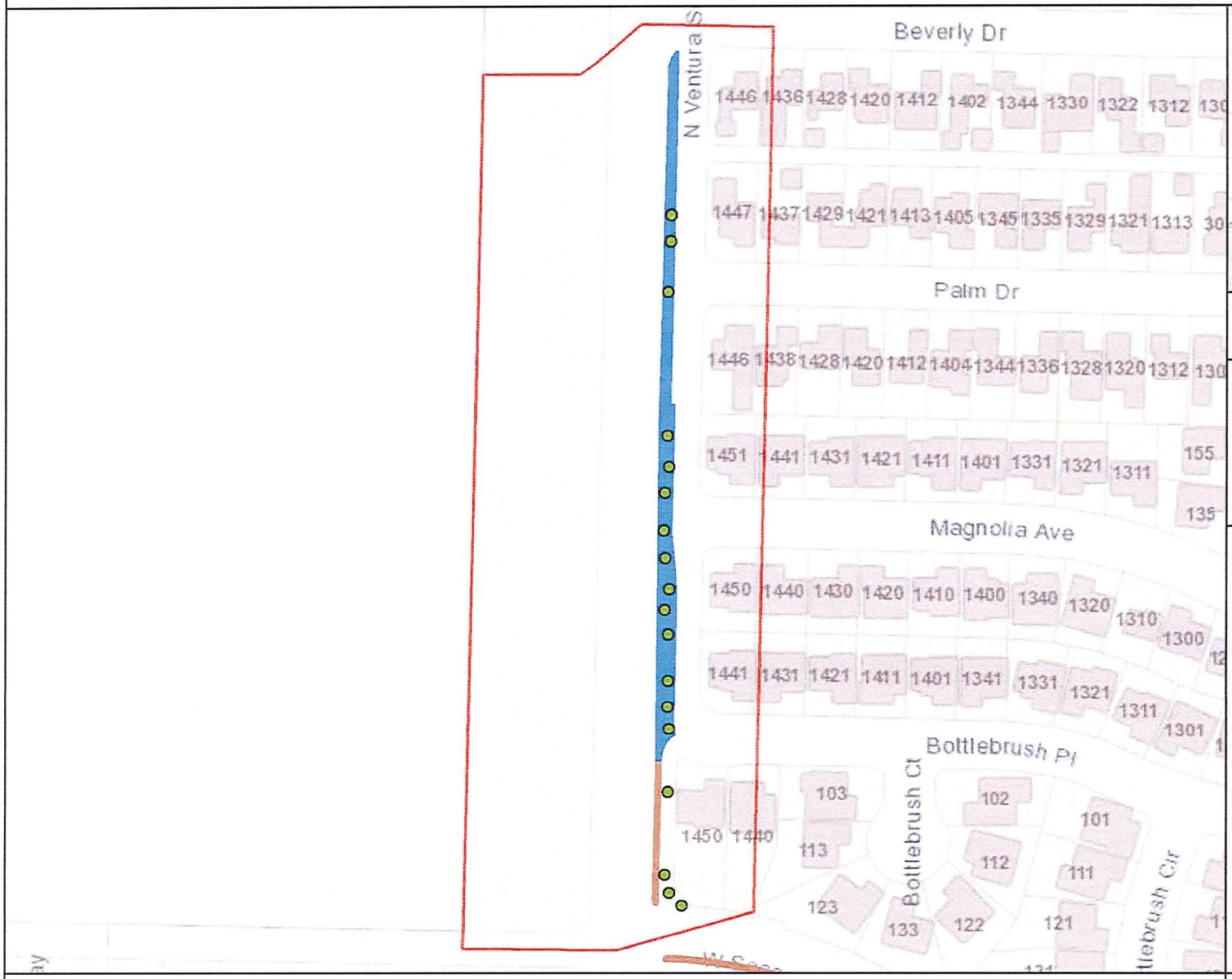
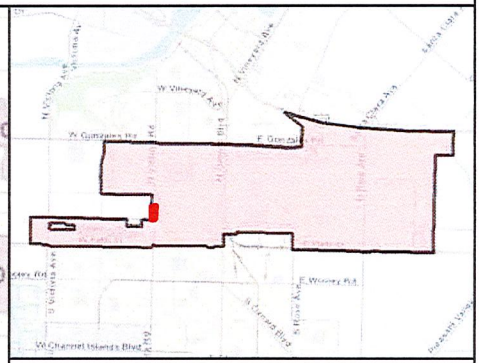
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 39 OF 49, VENTURA RD 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,560 SQ FT
~0.24 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~662 SQ FT
~0.02 ACRES

PROJECT TREES:
18 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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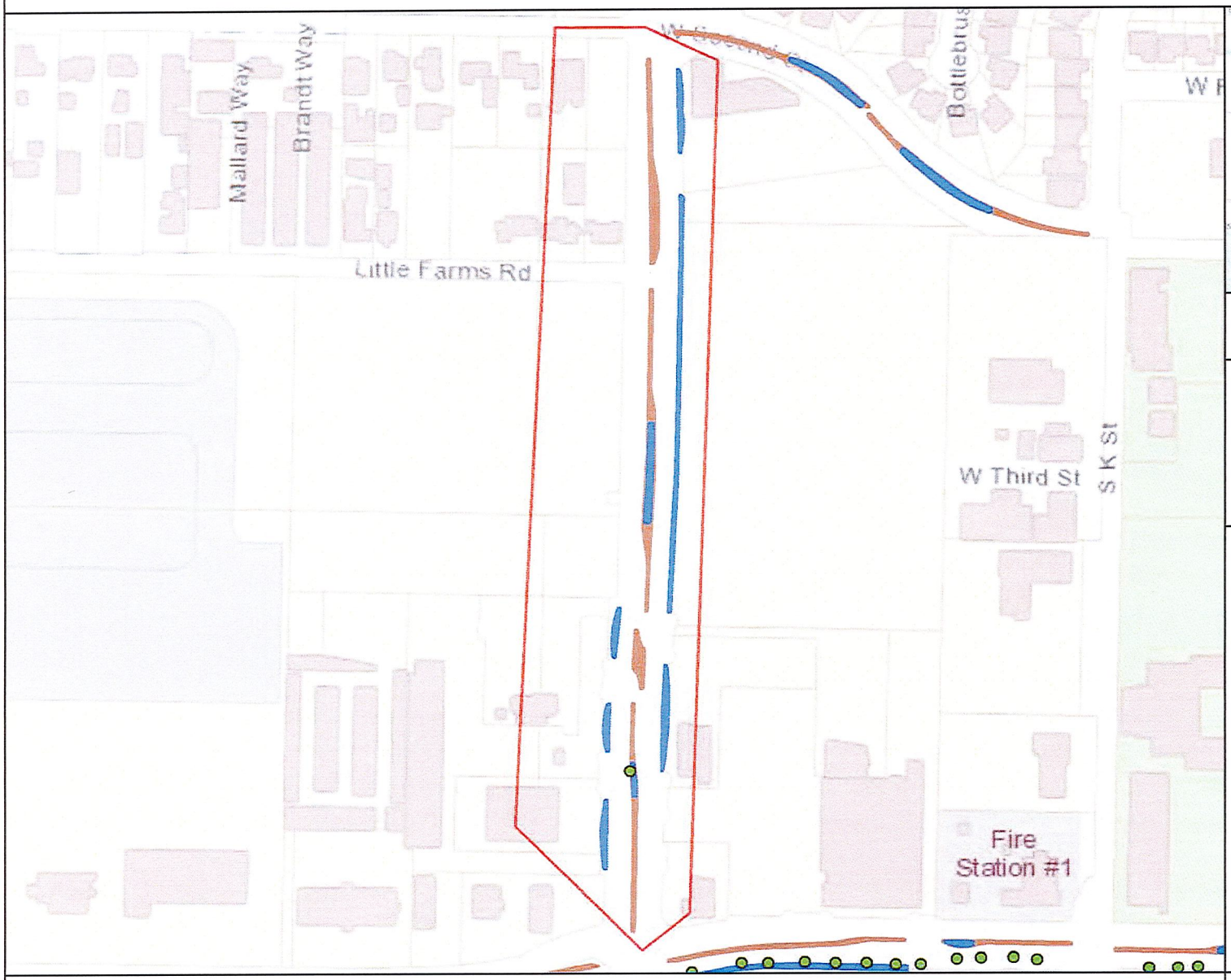
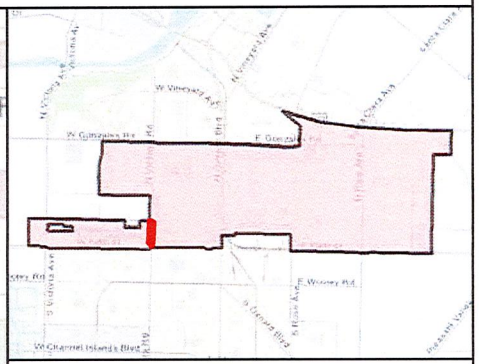
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 40 OF 49, VENTURA RD 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,917 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,612 SQ FT
~0.24 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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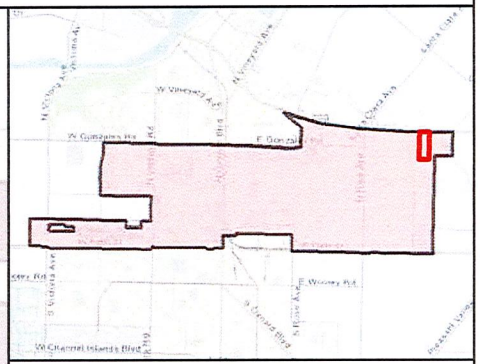
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 41 OF 49, DEL NORTE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,459 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~112 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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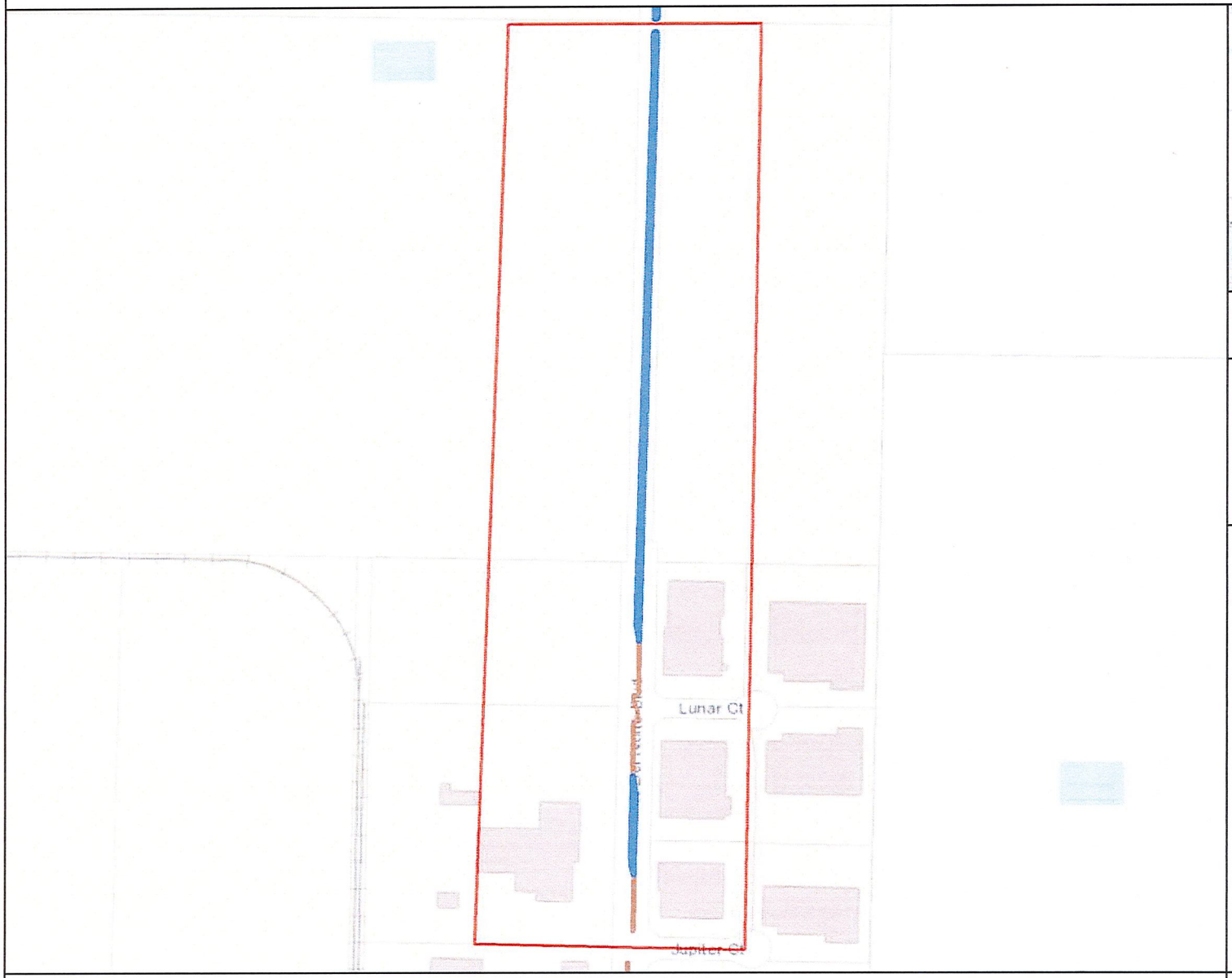
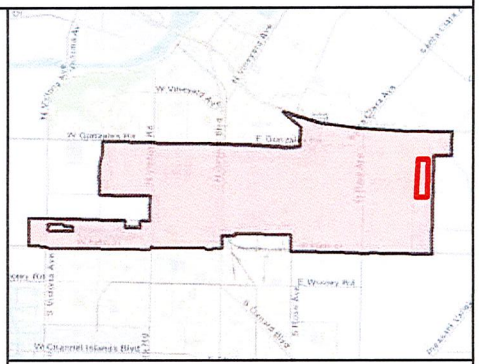
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 42 OF 49, DEL NORTE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,174 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,431 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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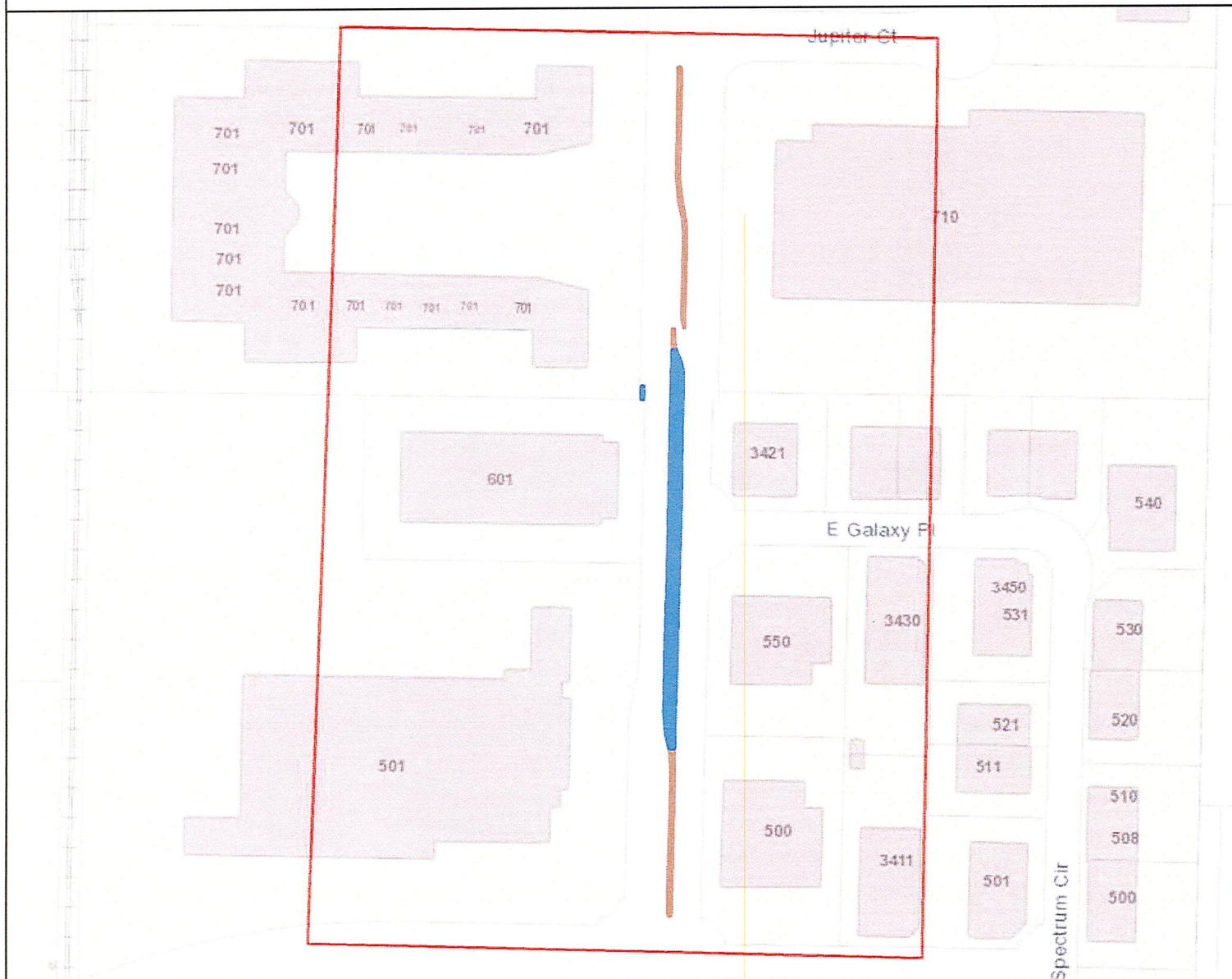
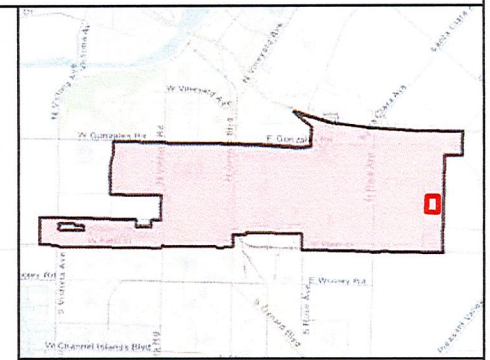
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 43 OF 49, DEL NORTE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,462 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,566 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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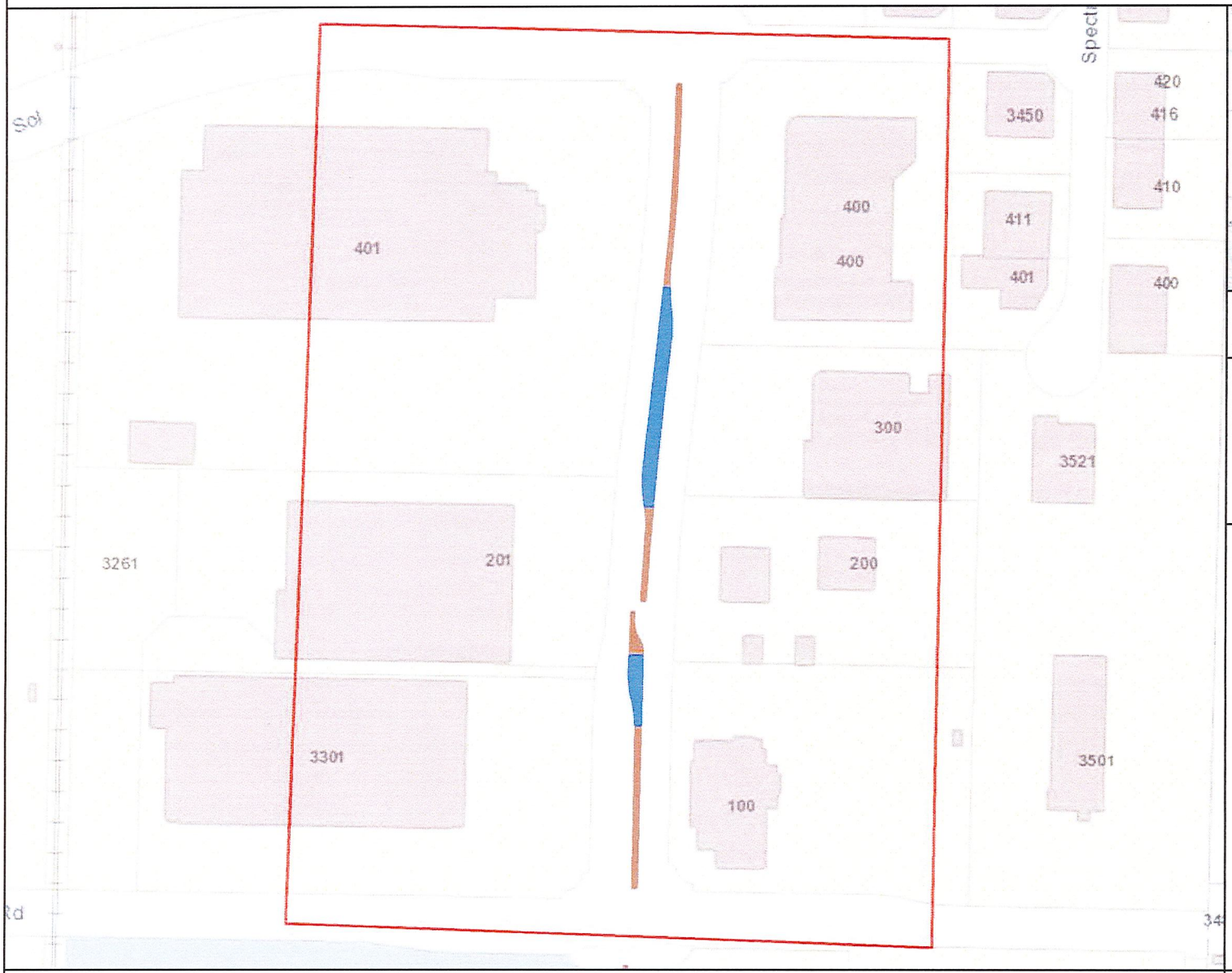
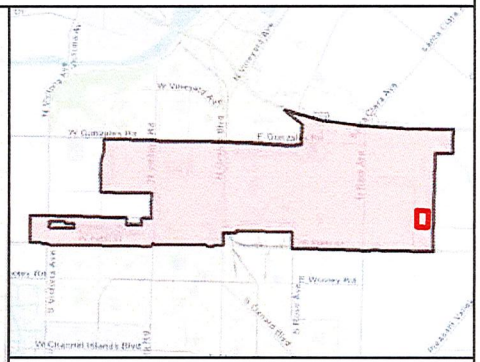
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 44 OF 49, DEL NORTE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,227 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,143 SQ FT
~0.07 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

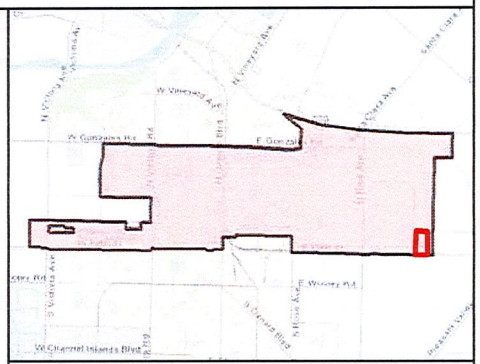
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 45 OF 49, DEL NORTE 5



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~8,125 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~9,224 SQ FT
~0.21 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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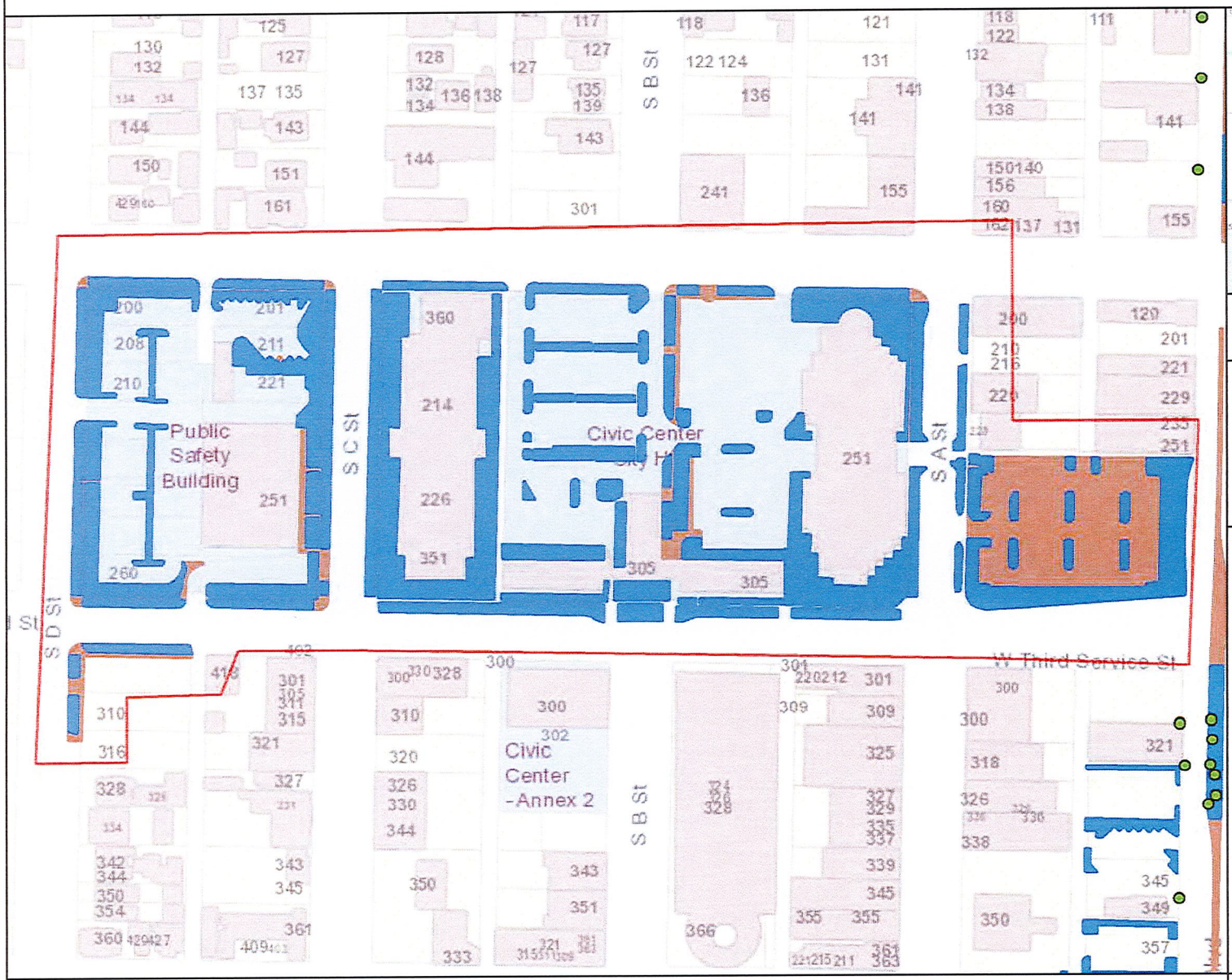
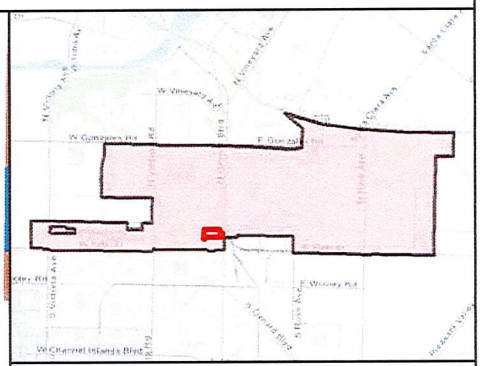
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 46 OF 49, CIVIC CENTER





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~129,764 SQ FT
~2.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~56,944 SQ FT
~1.31 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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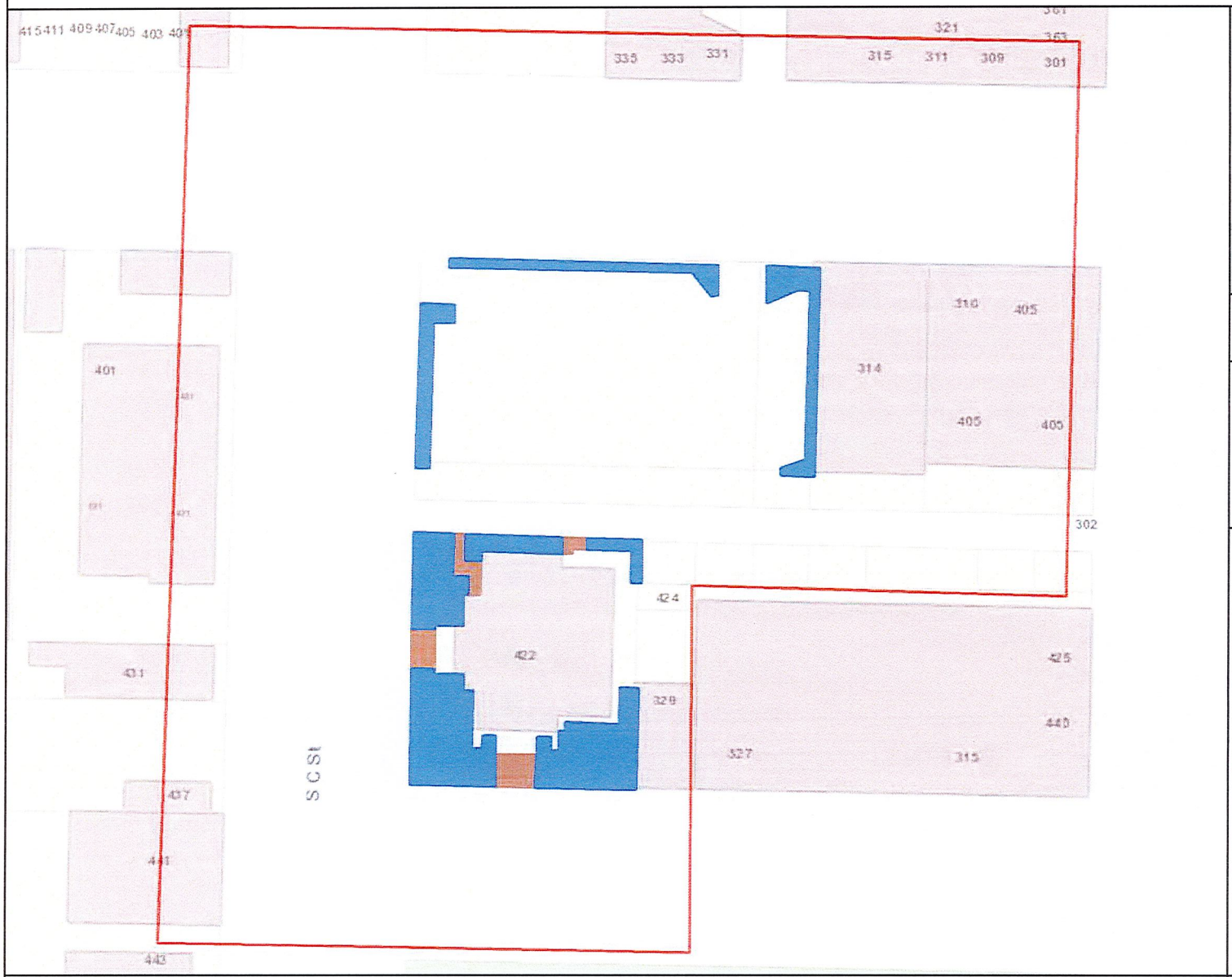
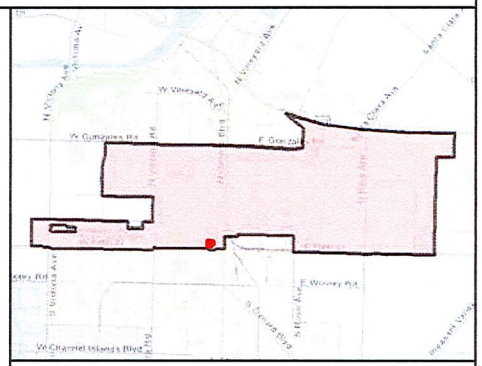
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 47 OF 49, CARNEGIE





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,674 SQ FT
~0.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~700 SQ FT
~0.02 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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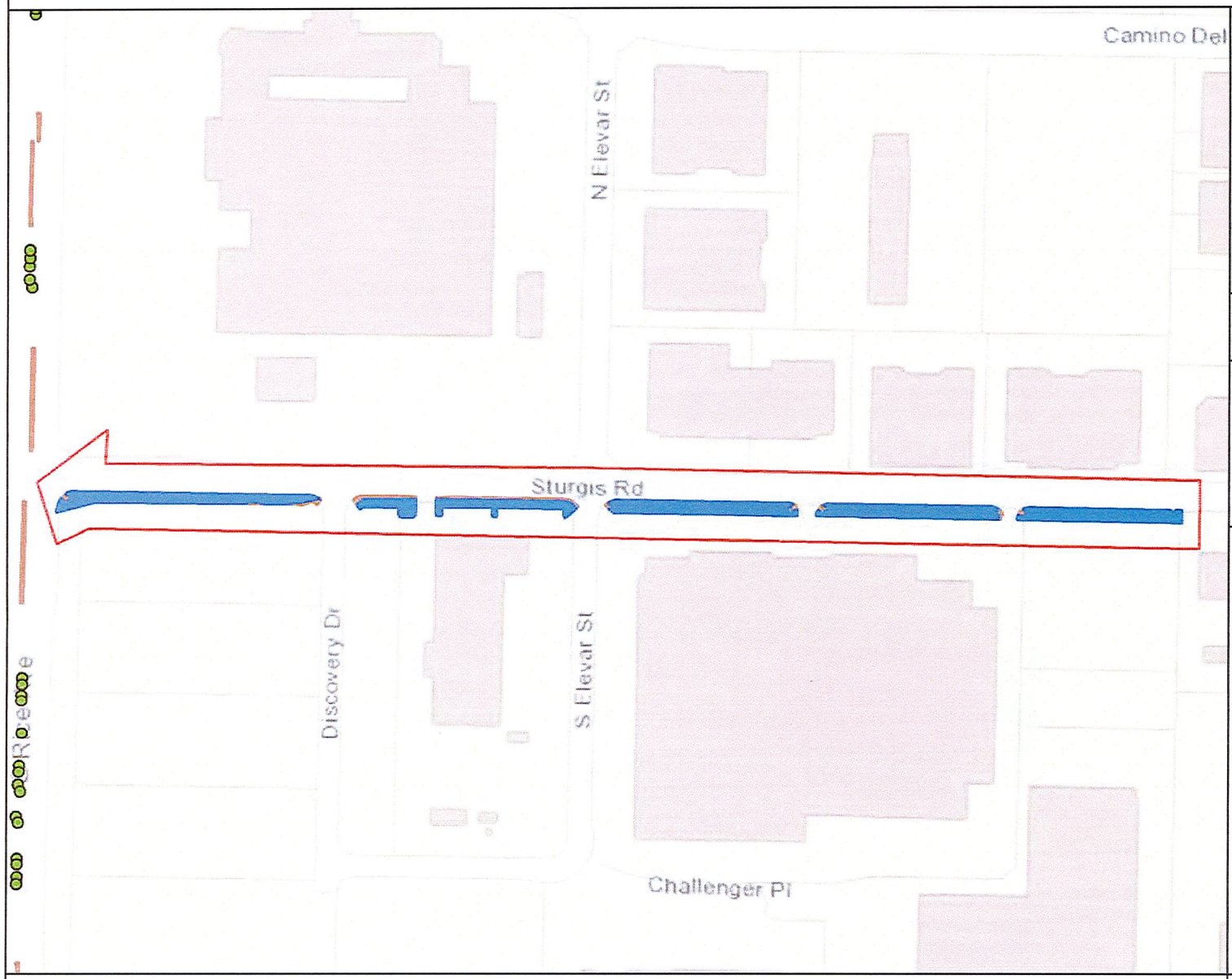
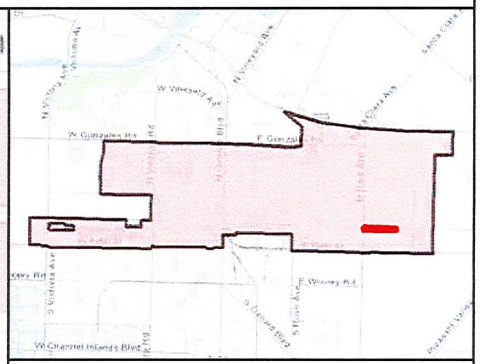
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 48 OF 49, STURGIS 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~38,183 SQ FT
~0.88 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,904 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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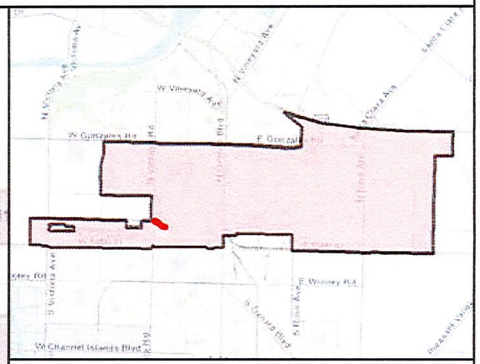
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 49 OF 49, W SECOND ST



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,358 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,580 SQ FT
~0.11 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Garcia's Landscaping Maintenance, Inc

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 3

(4) Schedule of Services: **Monthly Landscaping Maintenance located in Median ways located within Region** 3 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $2,000,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Tenley Garcia

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

FOR VENDOR:

Garcia's Landscaping Maintenance, Inc
Attn: Tenley Garcia
2102 Hughes Drive
Oxnard, CA 93033

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Region 3 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 M3(3)
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel White, Purchasing Manager
☐ , Buyer

GARCIA'S LANDSCAPING MAINTENANCE, INC.

6-7-2021

Pablo Garcia, President[2] Date

6/7/2021

Tenley Garcia, Secretary Date

ATTEST:

R. Chaparro 6/29/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

6-9-21

Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for approval.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager . Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager. Mowing shall occur once a month. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City's designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets
Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in parkways and medians
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

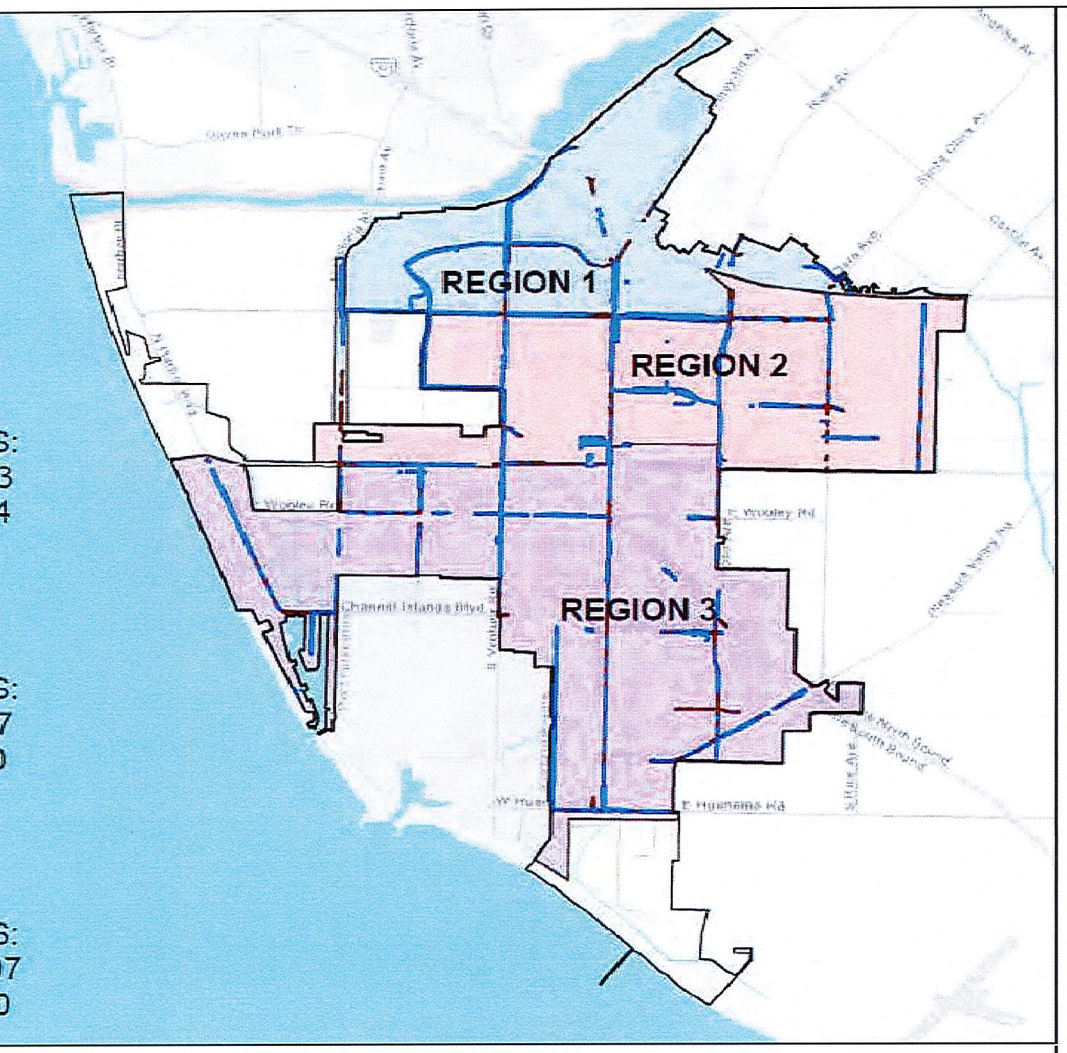
The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 3

	Monthly Cost
Region 3	**$51,000.00**
Non-Selective herbicide applicate	**$225/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**

REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4

REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10

REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES

TREES ALONG ARTERIAL STREETS: ~6,660 TREES

OXNARD

City of Oxnard
Geographic Information Systems
March 2021

0 0.5 1 2 Miles

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Medians & Parkways
Hardscape

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

SAMPLE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:____
Address: _____
_____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ___

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I_____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

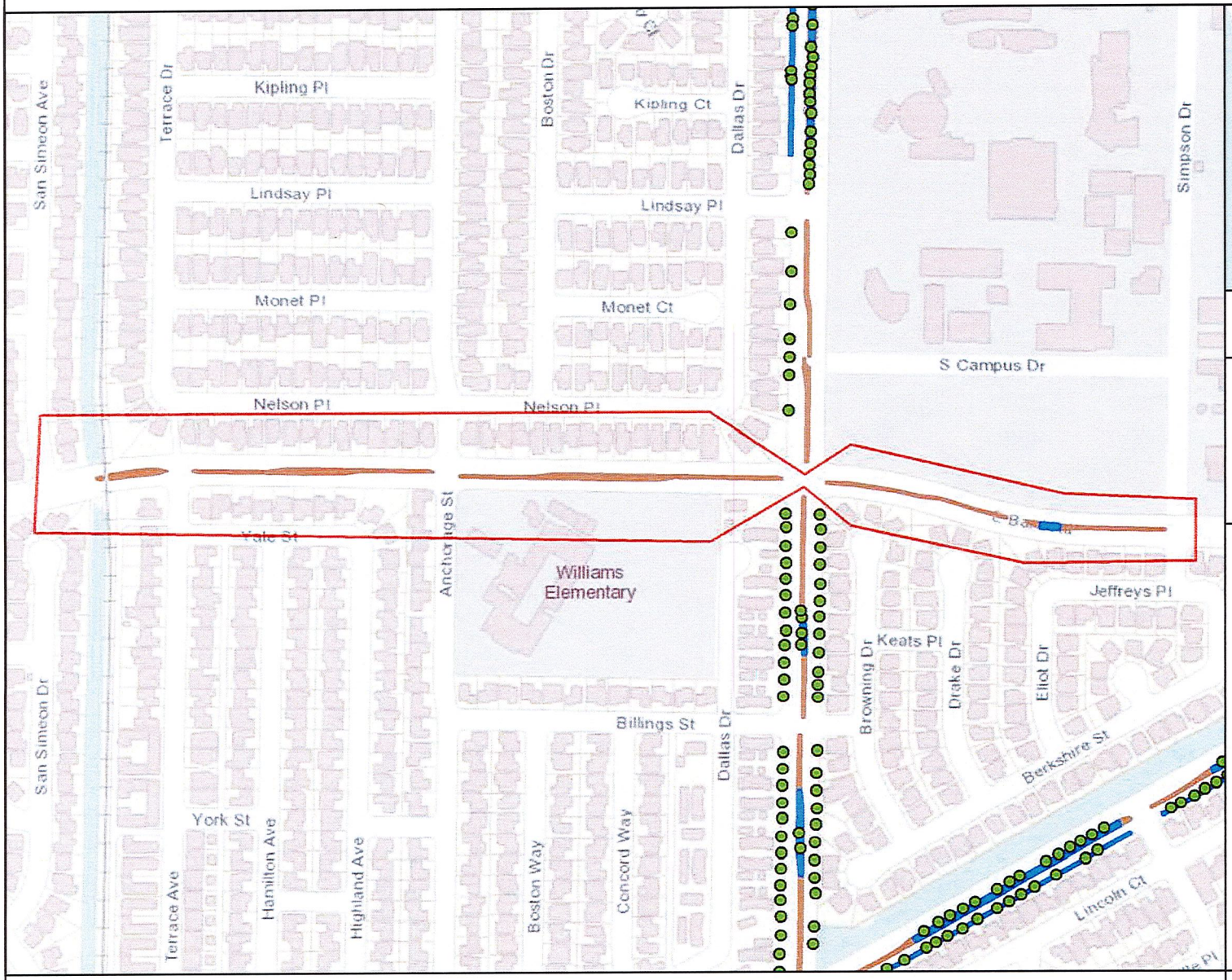
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

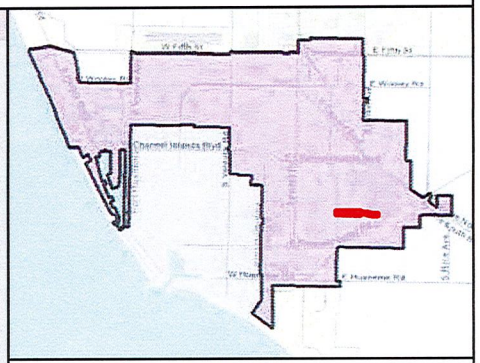
d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 3 WORK DETAIL: PAGE 1 OF 51, BARD RD





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~771 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,161 SQ FT
~0.42 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

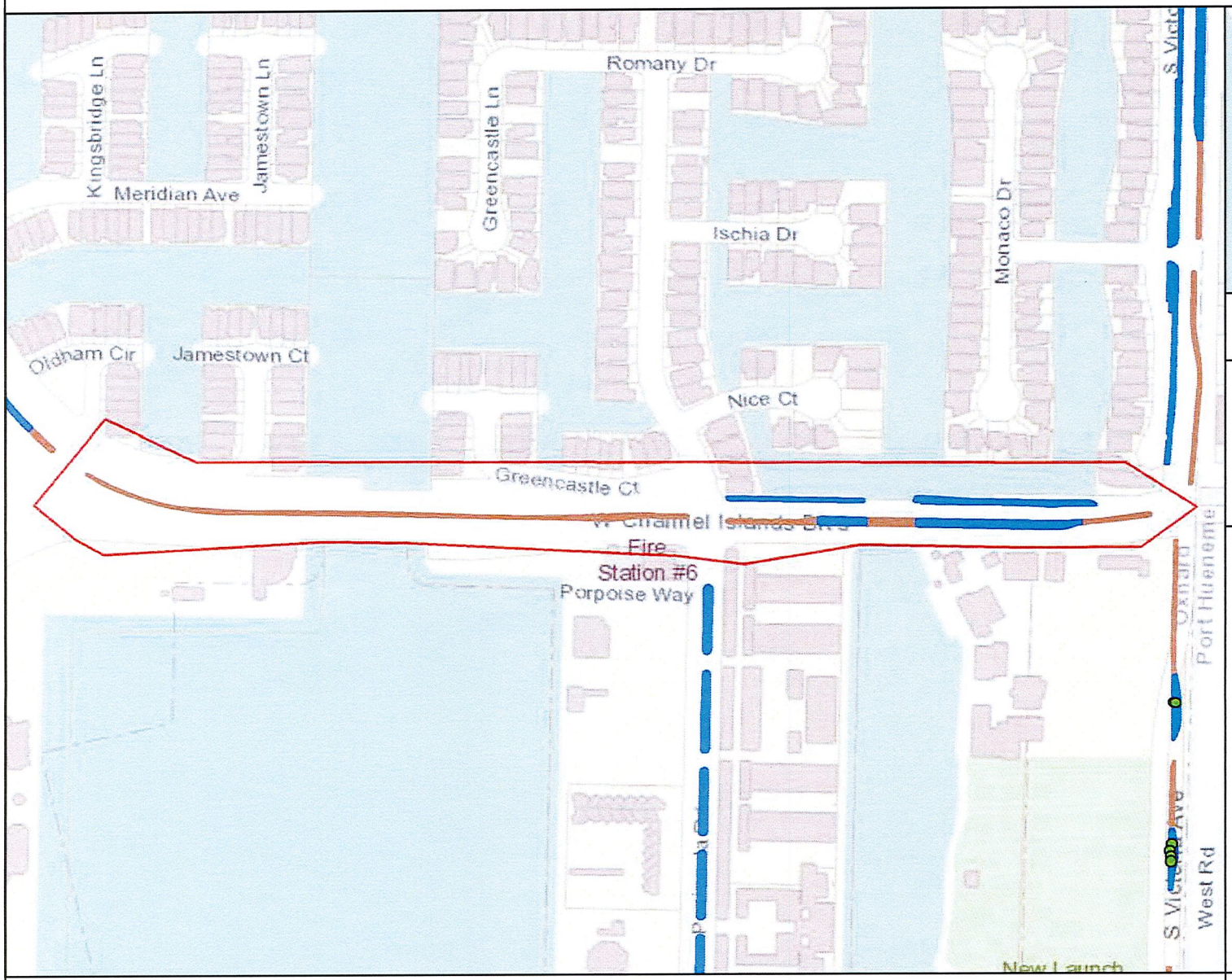
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

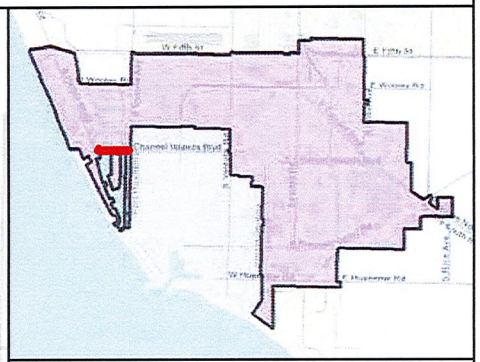
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 2 OF 51, CHANNEL ISLANDS 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,540 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,966 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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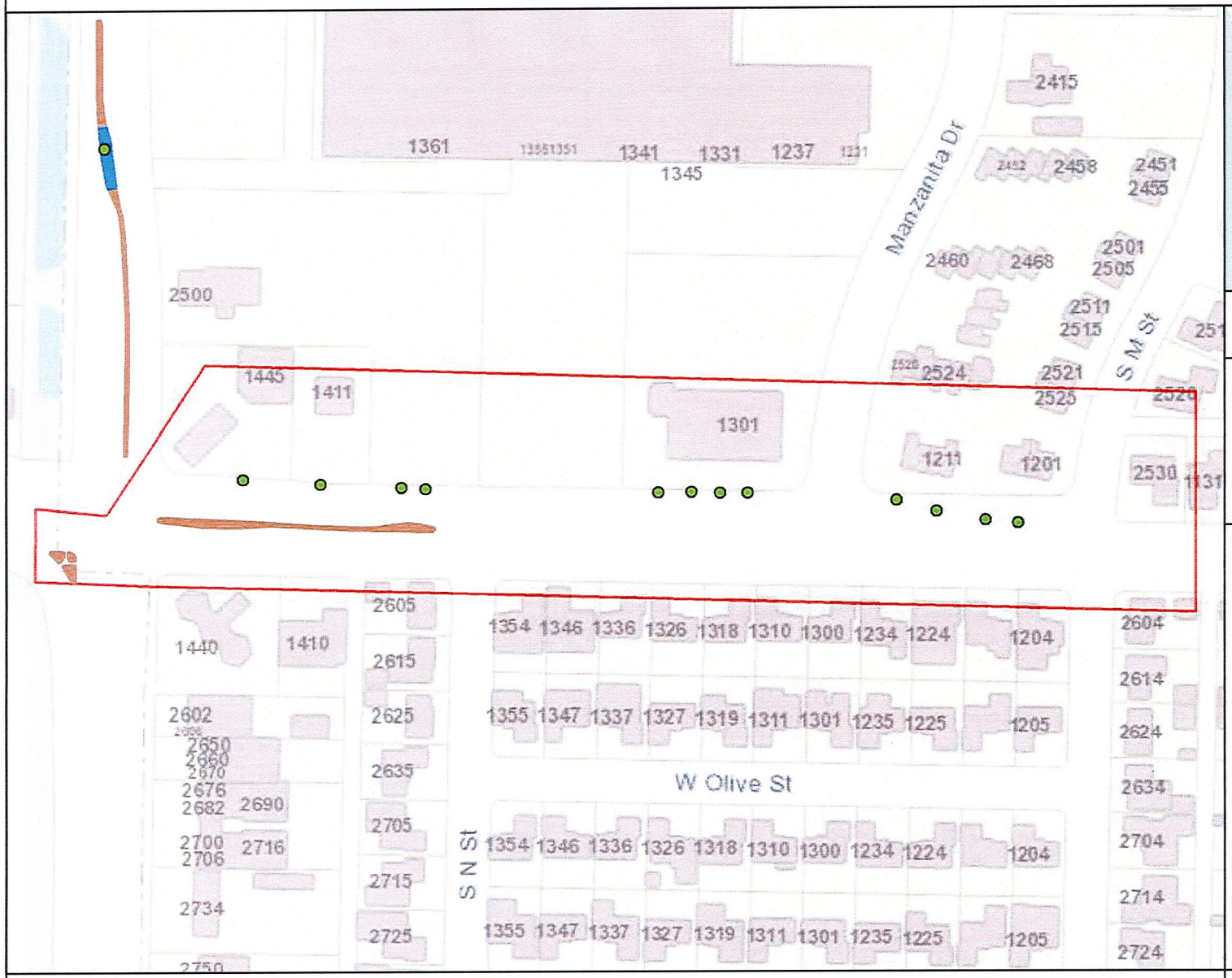
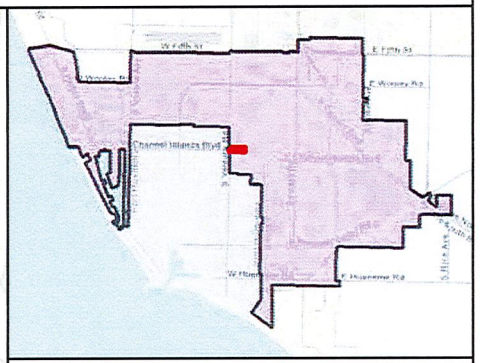
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 3 OF 51, CHANNEL ISLANDS 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,766 SQ FT
~0.04 ACRES

PROJECT TREES:
12 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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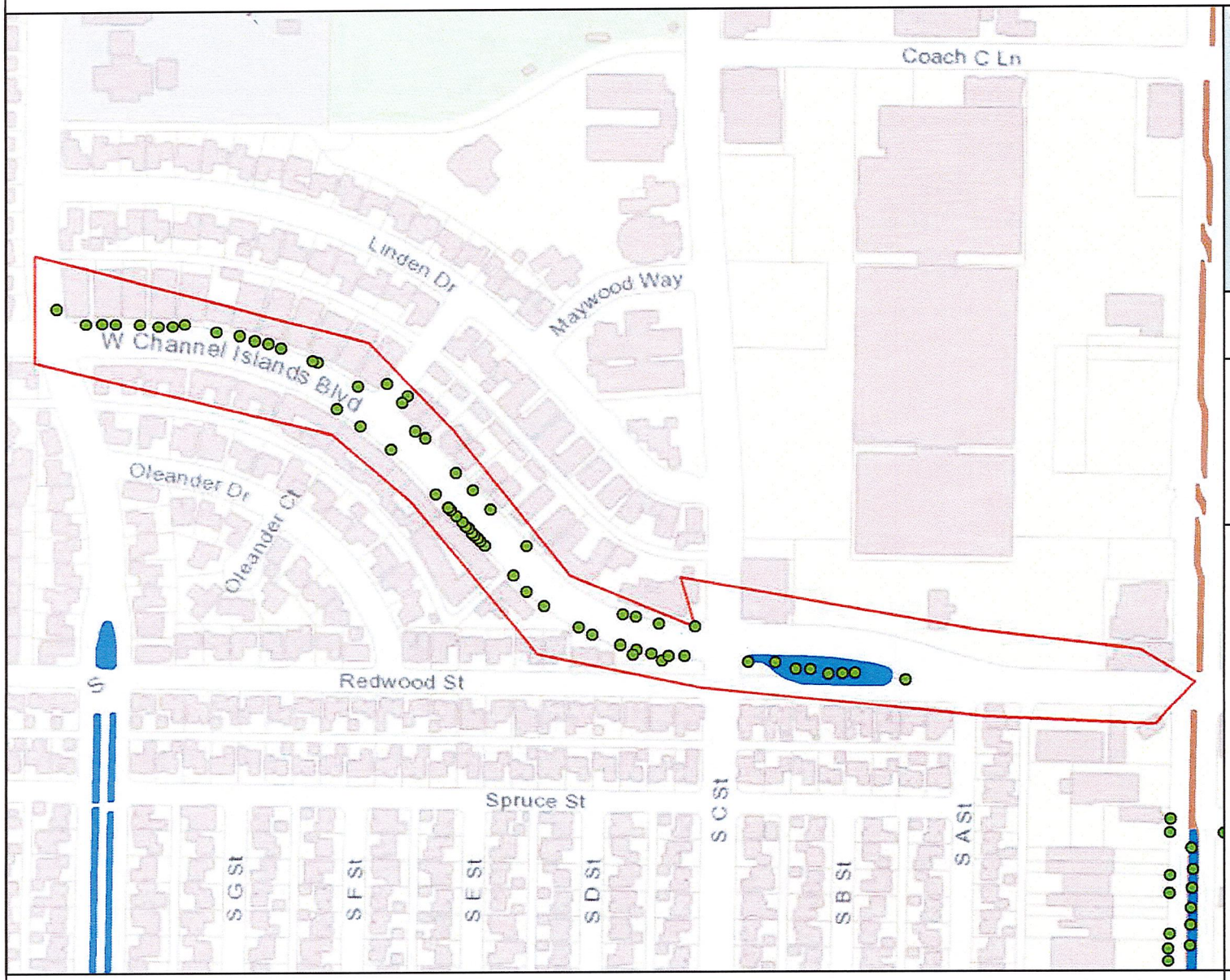
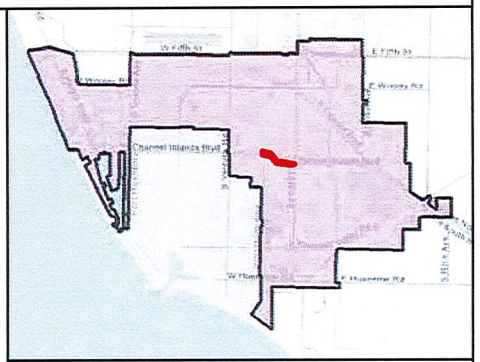
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 4 OF 51, CHANNEL ISLANDS 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,838 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
64 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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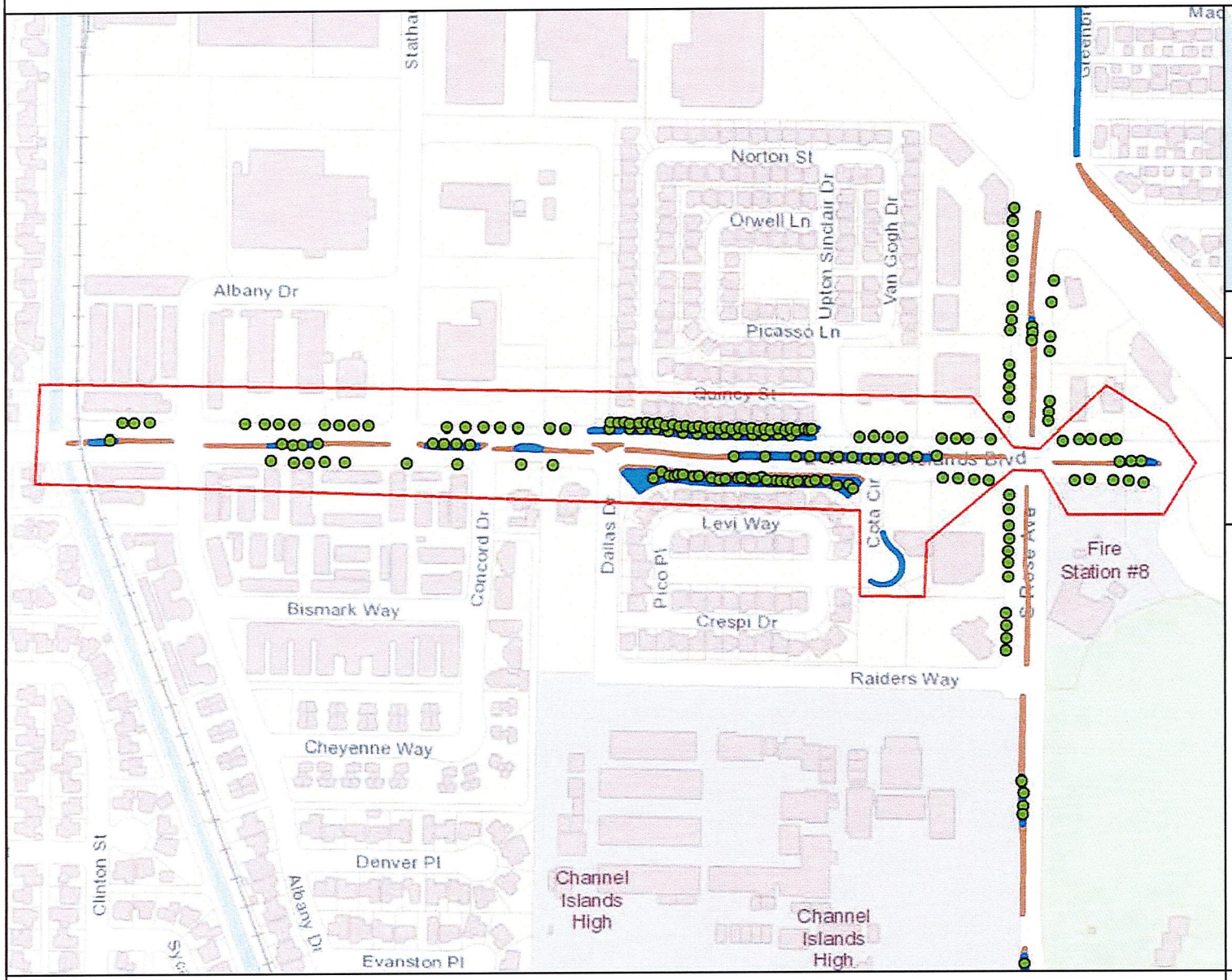
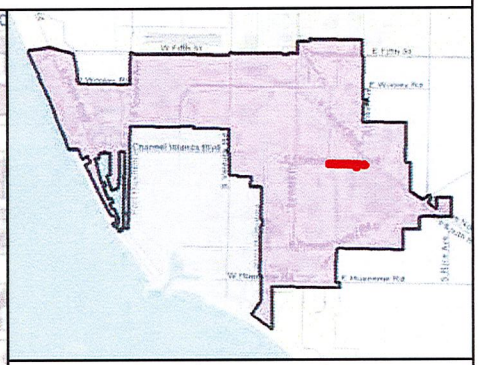
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 5 OF 51, CHANNEL ISLANDS 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~42,753 SQ FT
~0.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,776 SQ FT
~0.43 ACRES

PROJECT TREES:
149 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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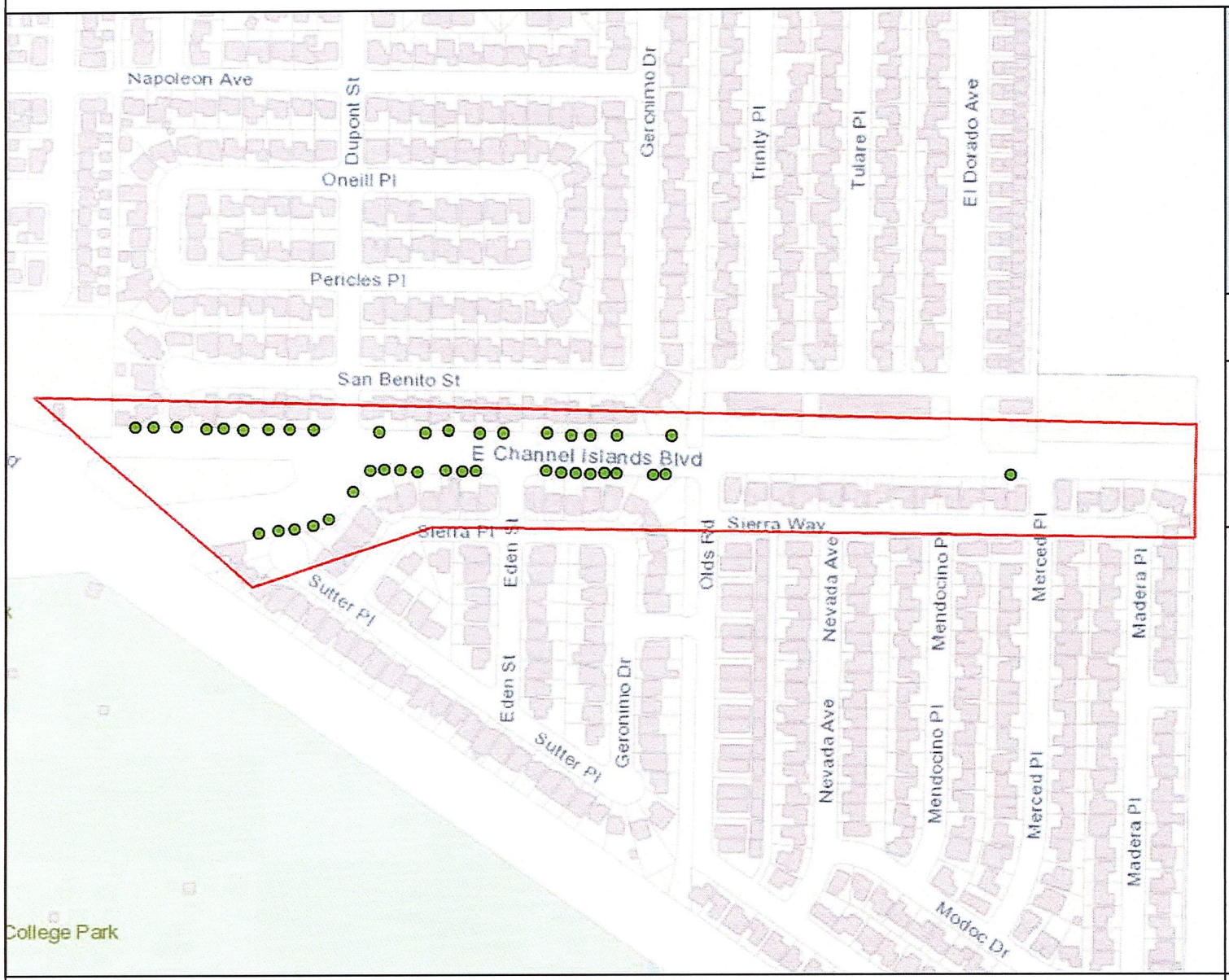
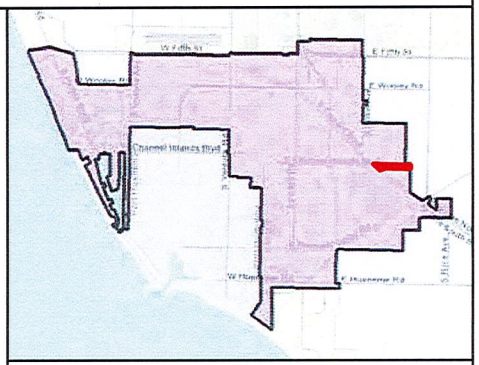
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 6 OF 51, CHANNELS ISLANDS 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
41 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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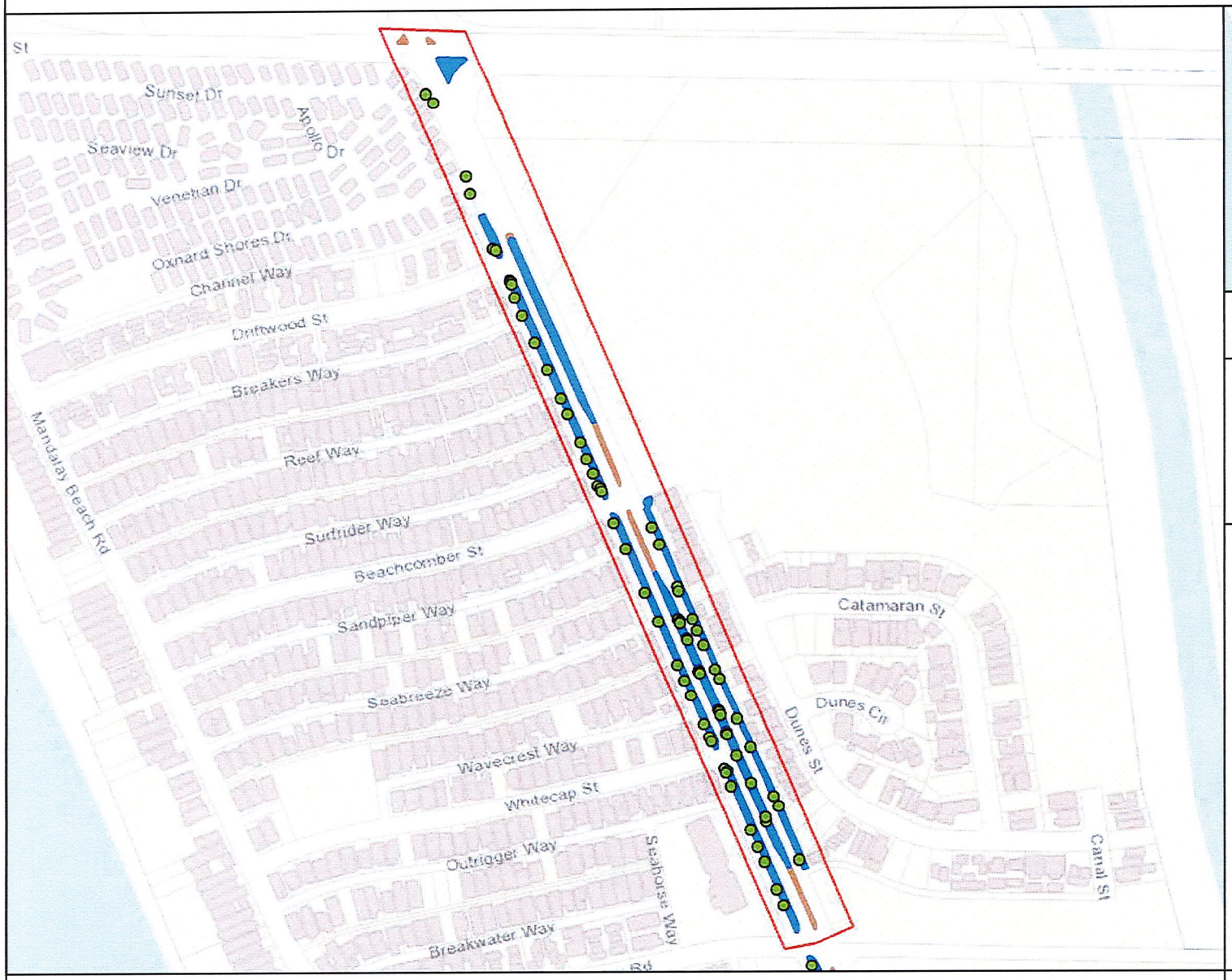
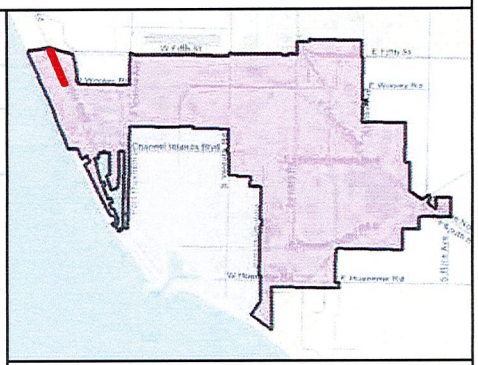
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 7 OF 51, HARBOR 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~66,260 SQ FT
~1.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,133 SQ FT
~0.09 ACRES

PROJECT TREES:
72 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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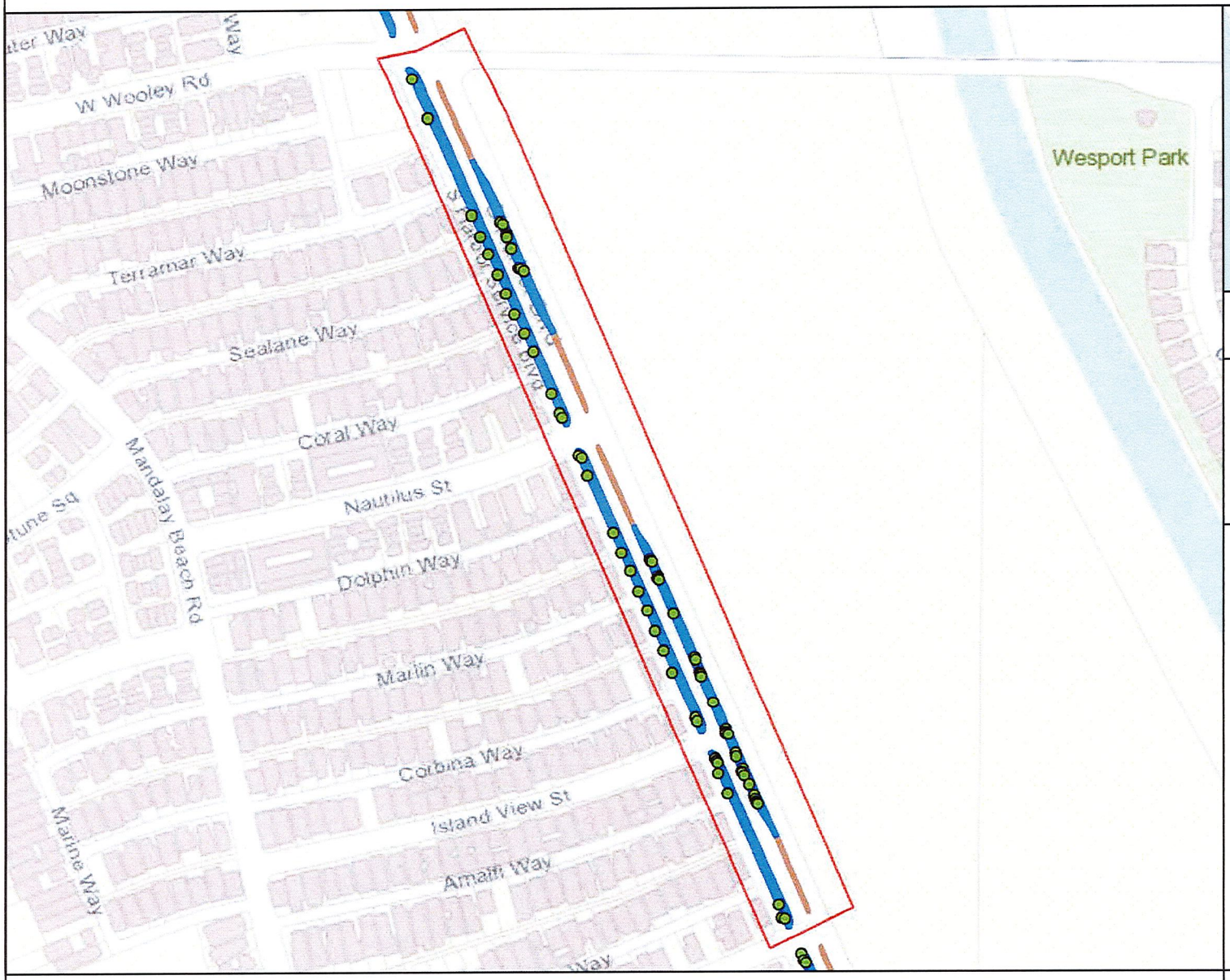
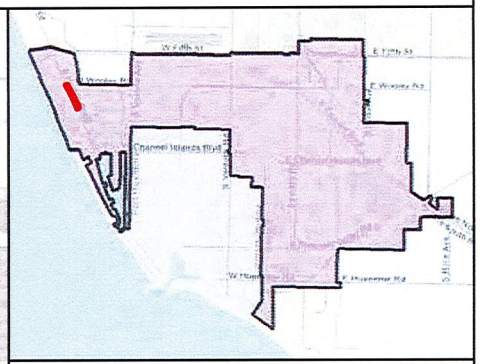
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 8 OF 51, HARBOR 2/ WOOLEY 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,336 SQ FT
~1.2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,671 SQ FT
~0.11 ACRES

PROJECT TREES:
72 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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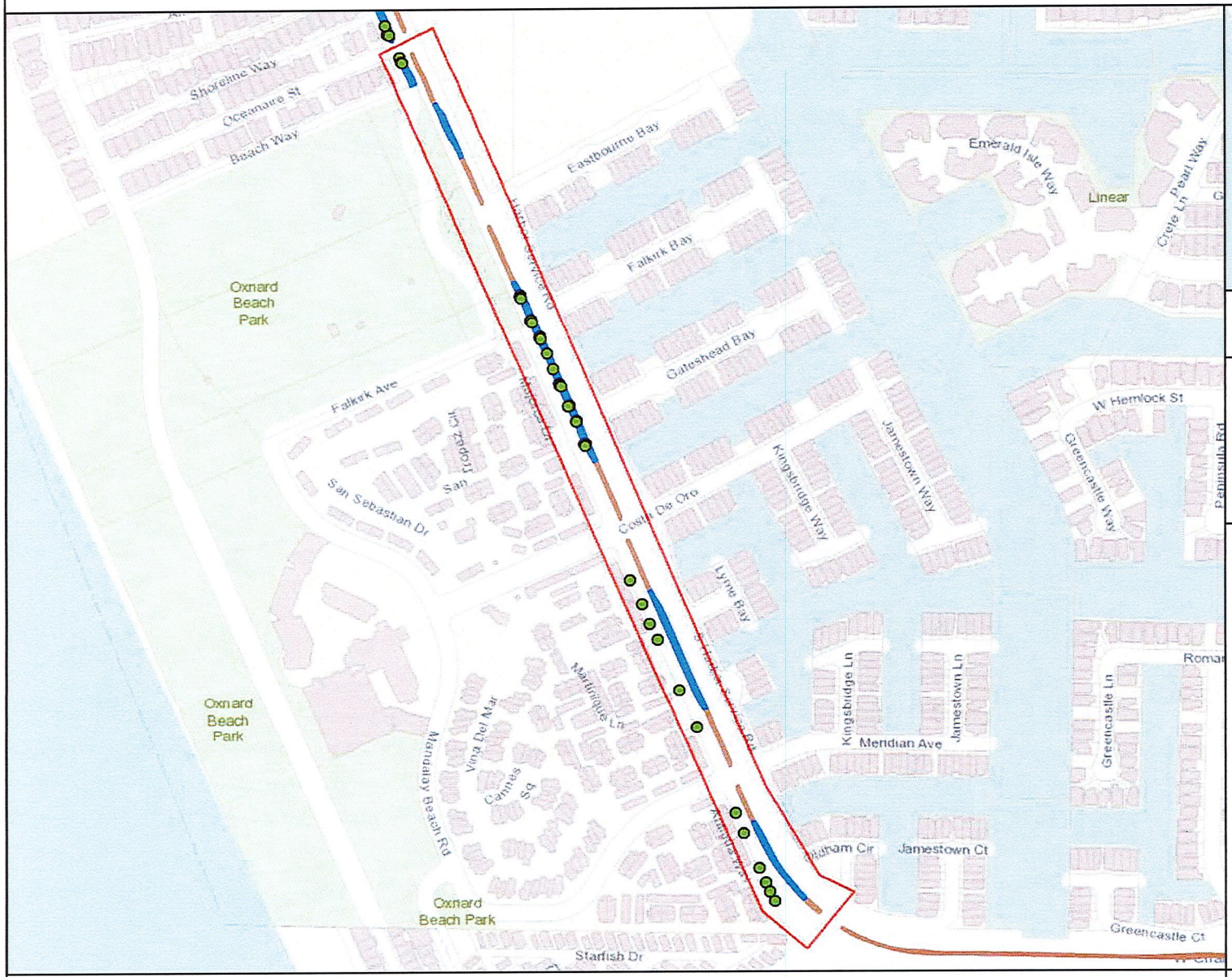
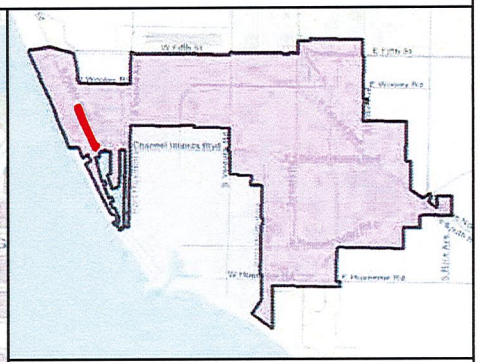
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 9 OF 51, HARBOR 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,452 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,158 SQ FT
~0.21 ACRES

PROJECT TREES:
37 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

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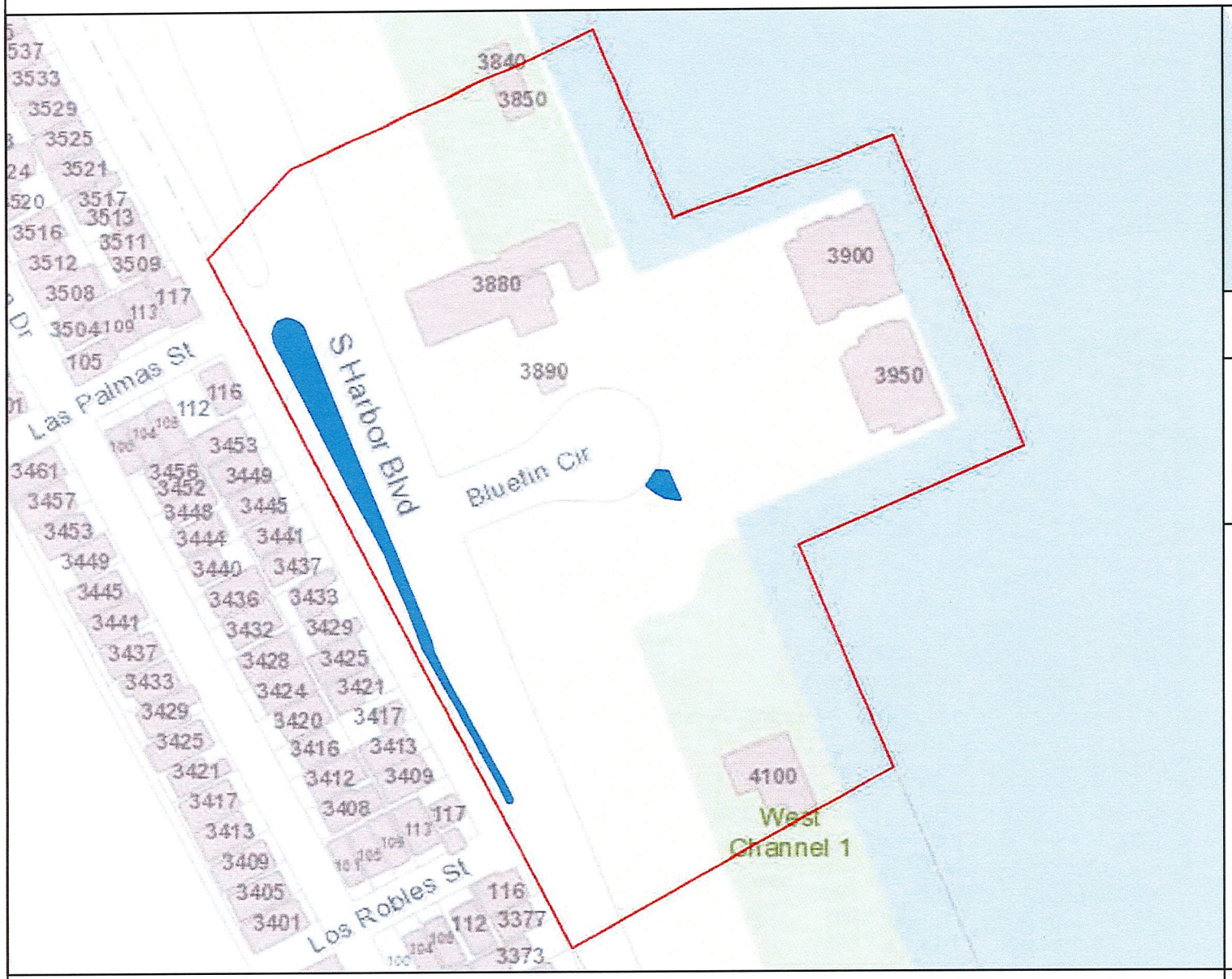
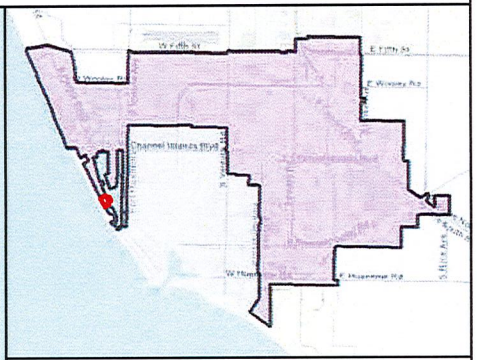
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 10 OF 51, HARBOR 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,838 SQ FT
~0.18 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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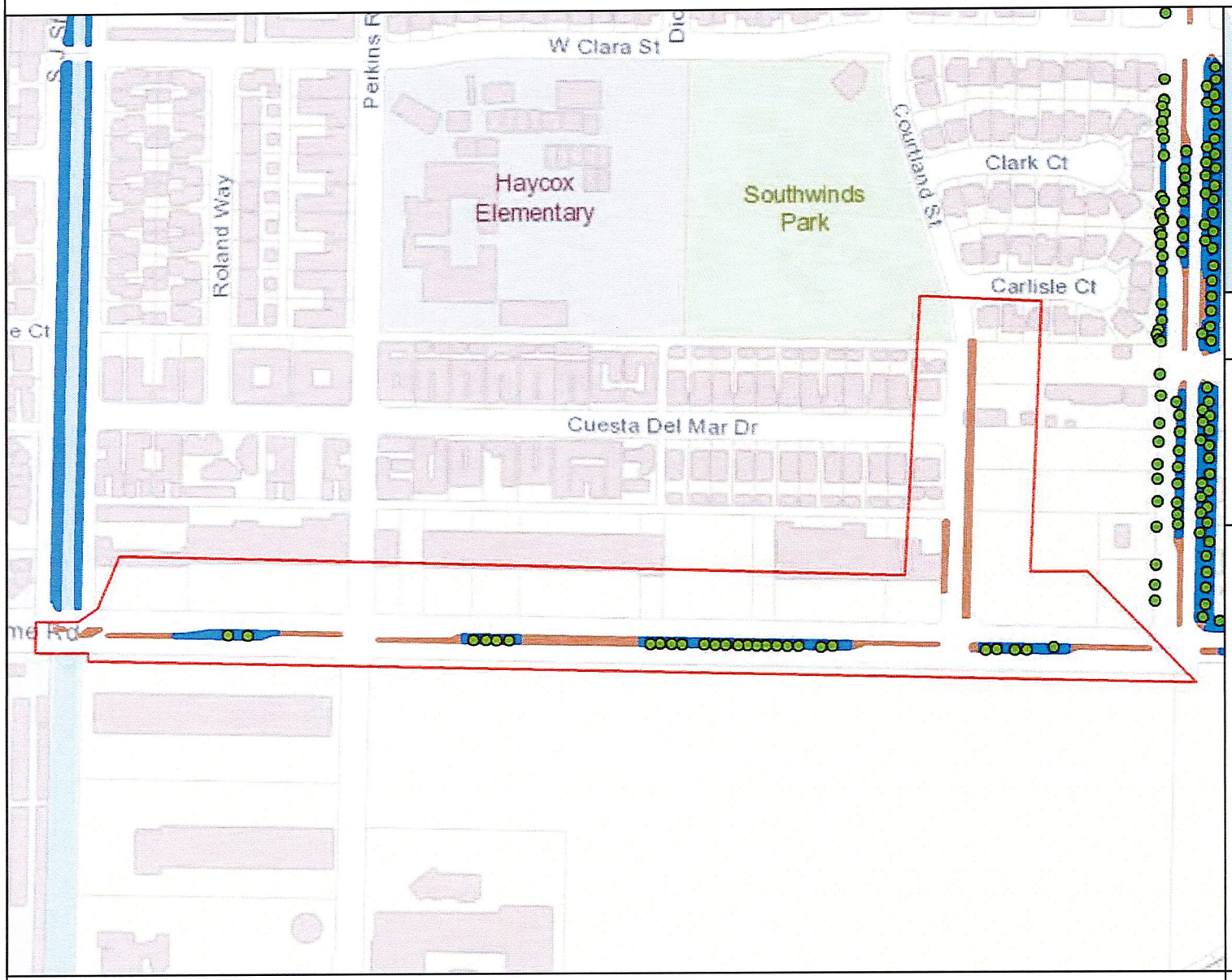
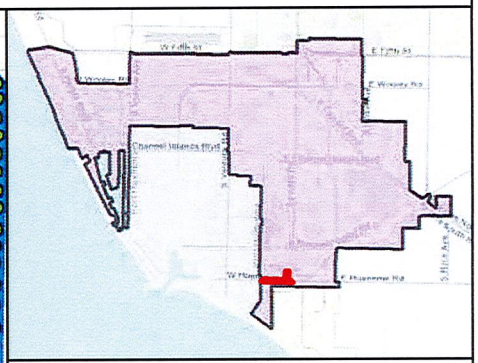
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 11 OF 51, HUENEME RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,295 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,193 SQ FT
~0.42 ACRES

PROJECT TREES:
27 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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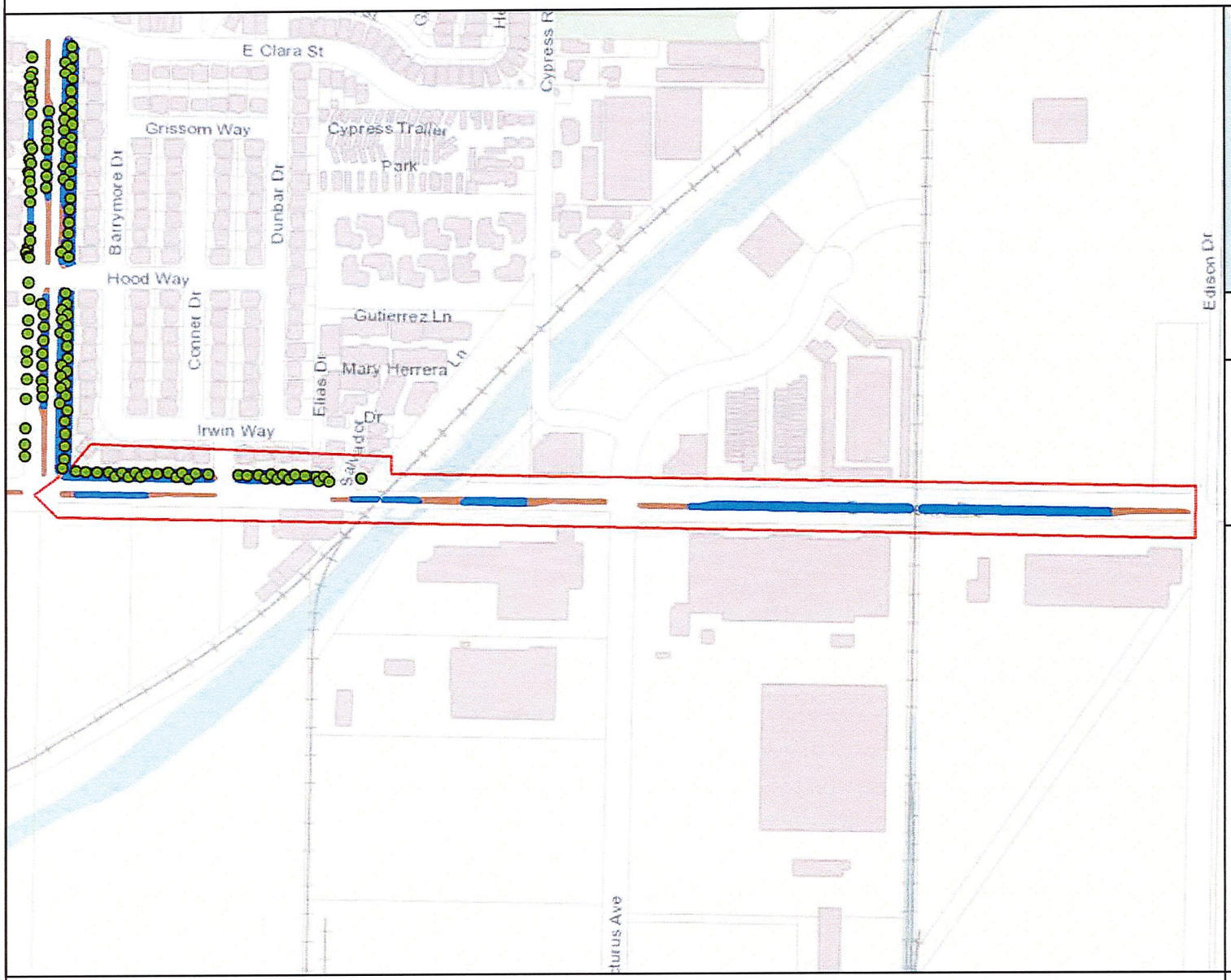
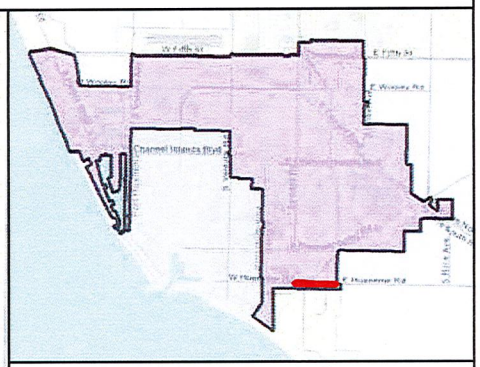
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 12 OF 51, HUENEME RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,760 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,849 SQ FT
~0.27 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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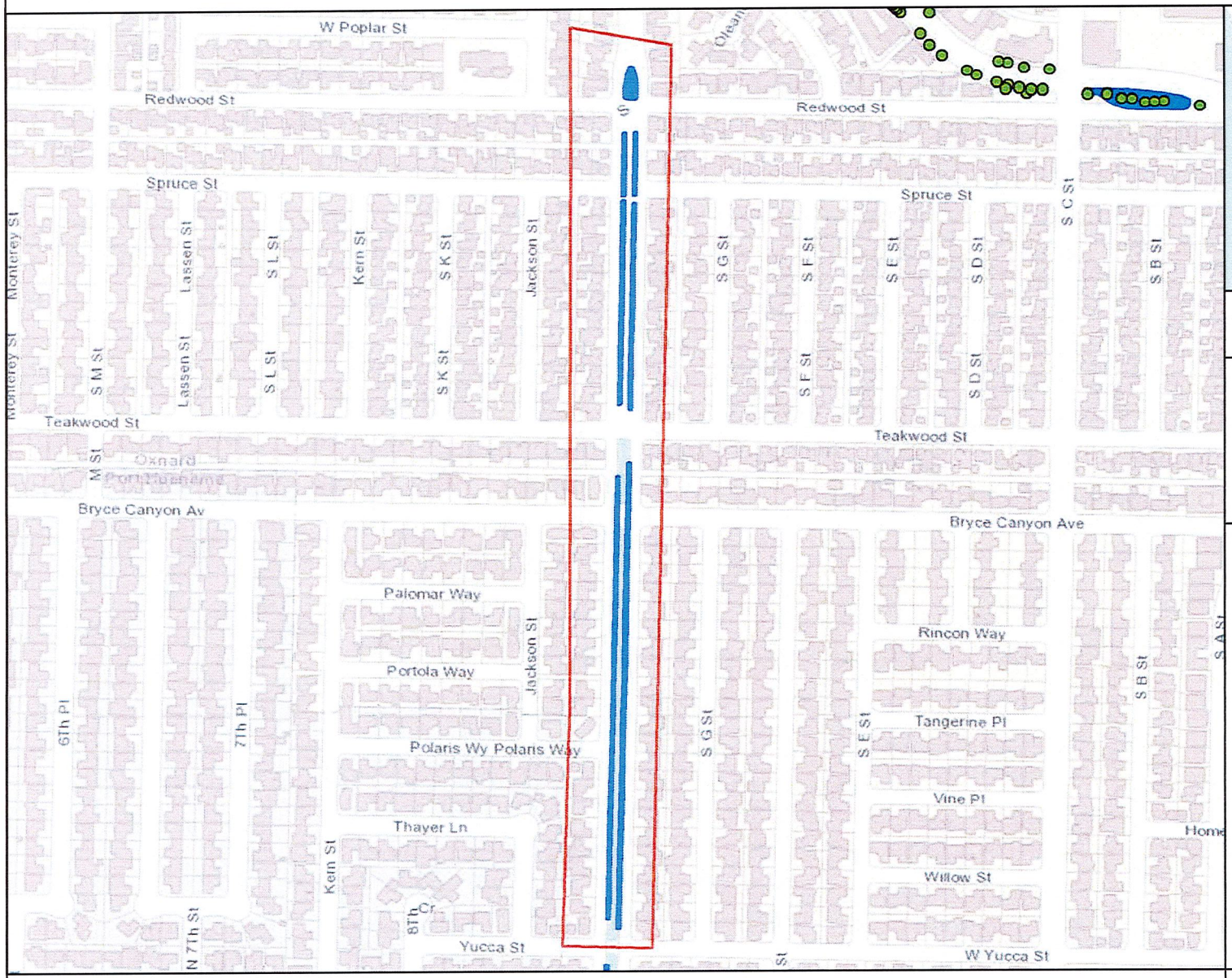
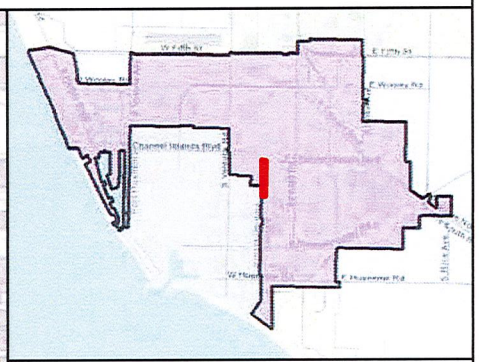
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 13 OF 51, J ST 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~35,036 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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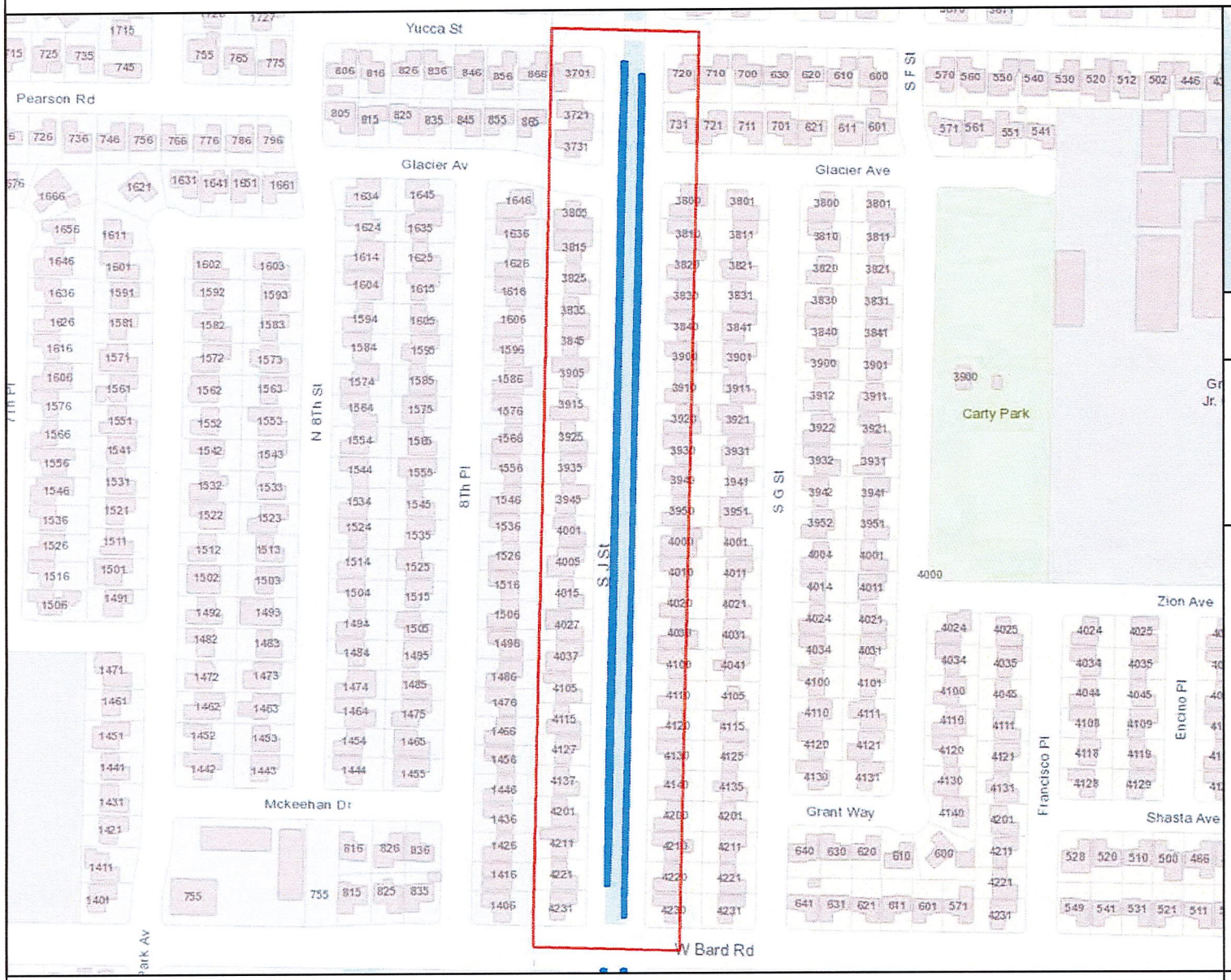
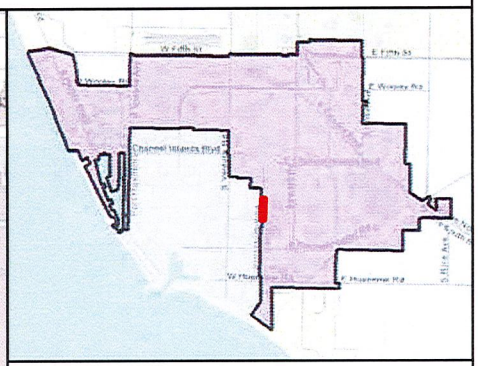
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 14 OF 51, J ST 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~21,887 SQ FT
~0.5 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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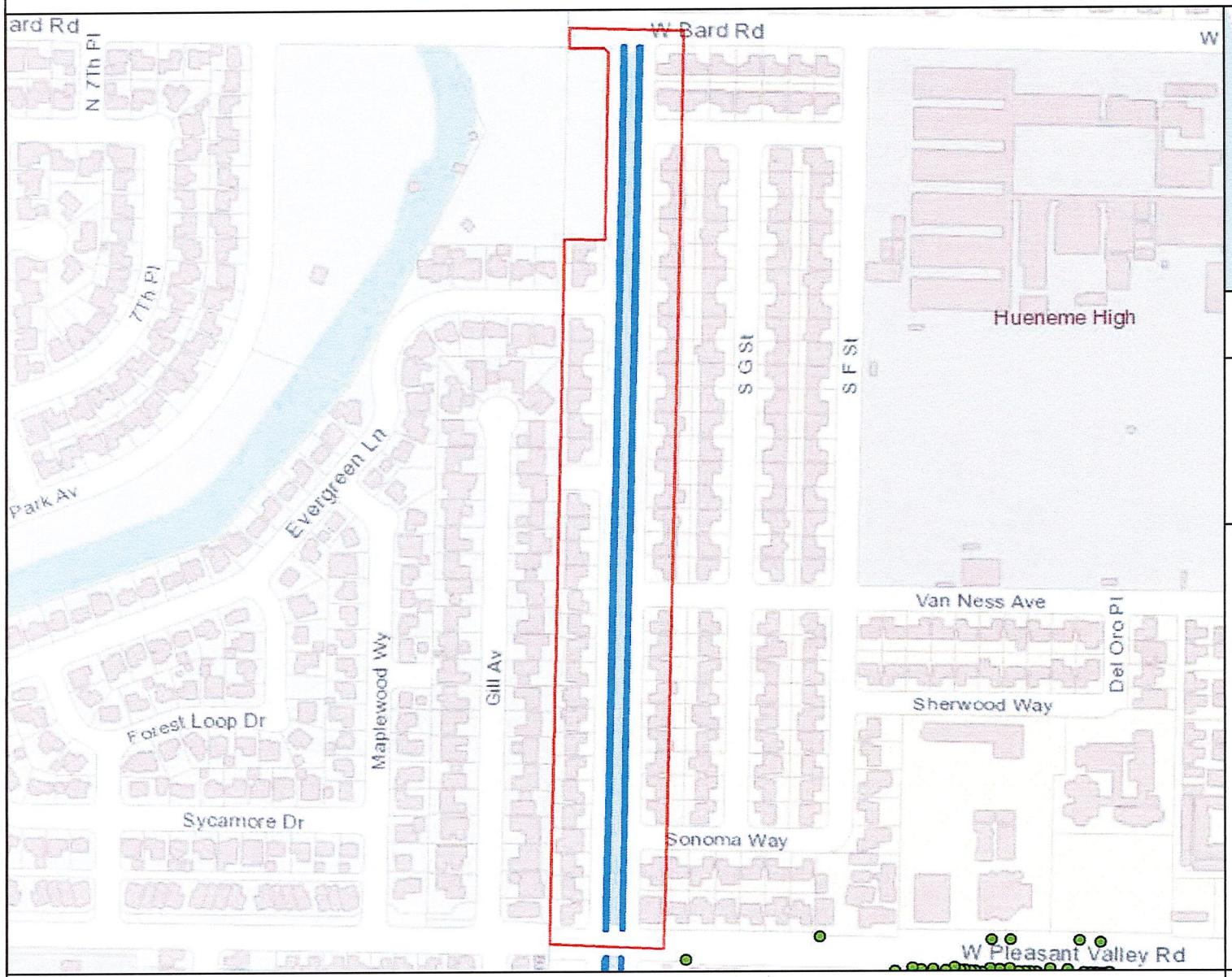
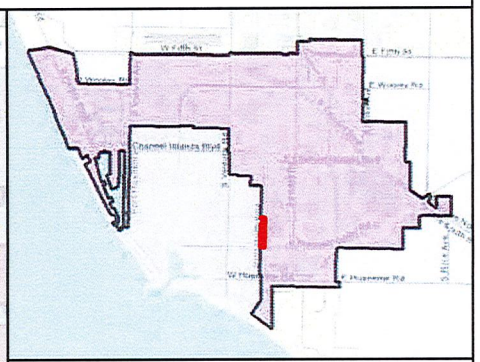
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 15 OF 51, J ST 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,259 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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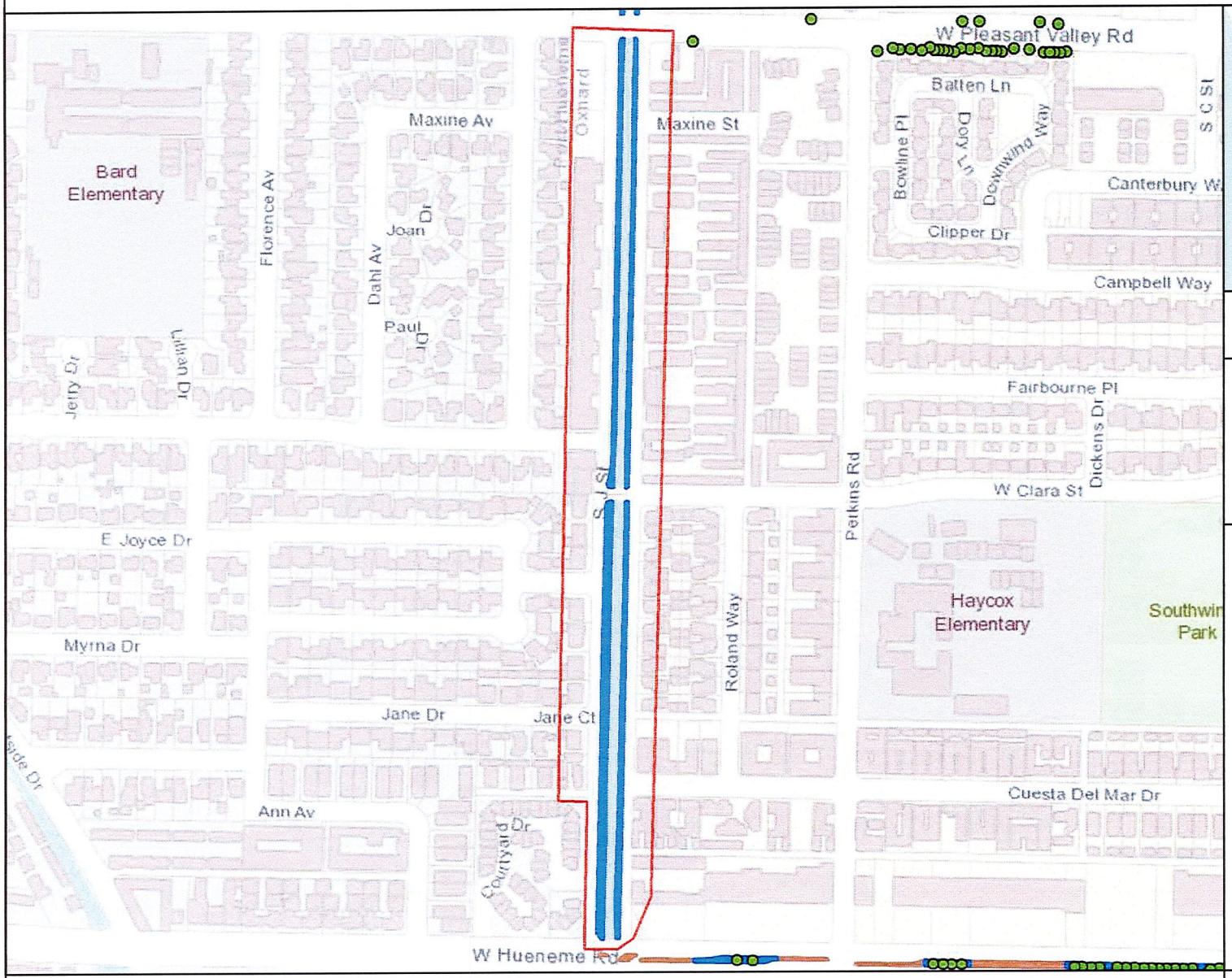
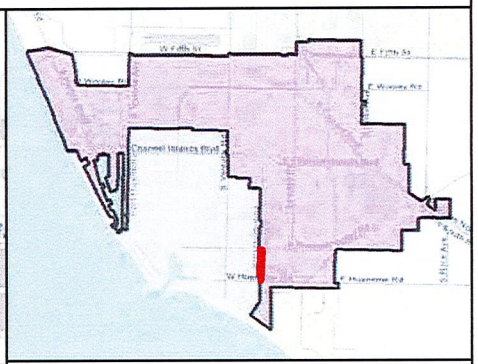
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 16 OF 51, J ST 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~50,190 SQ FT
~1.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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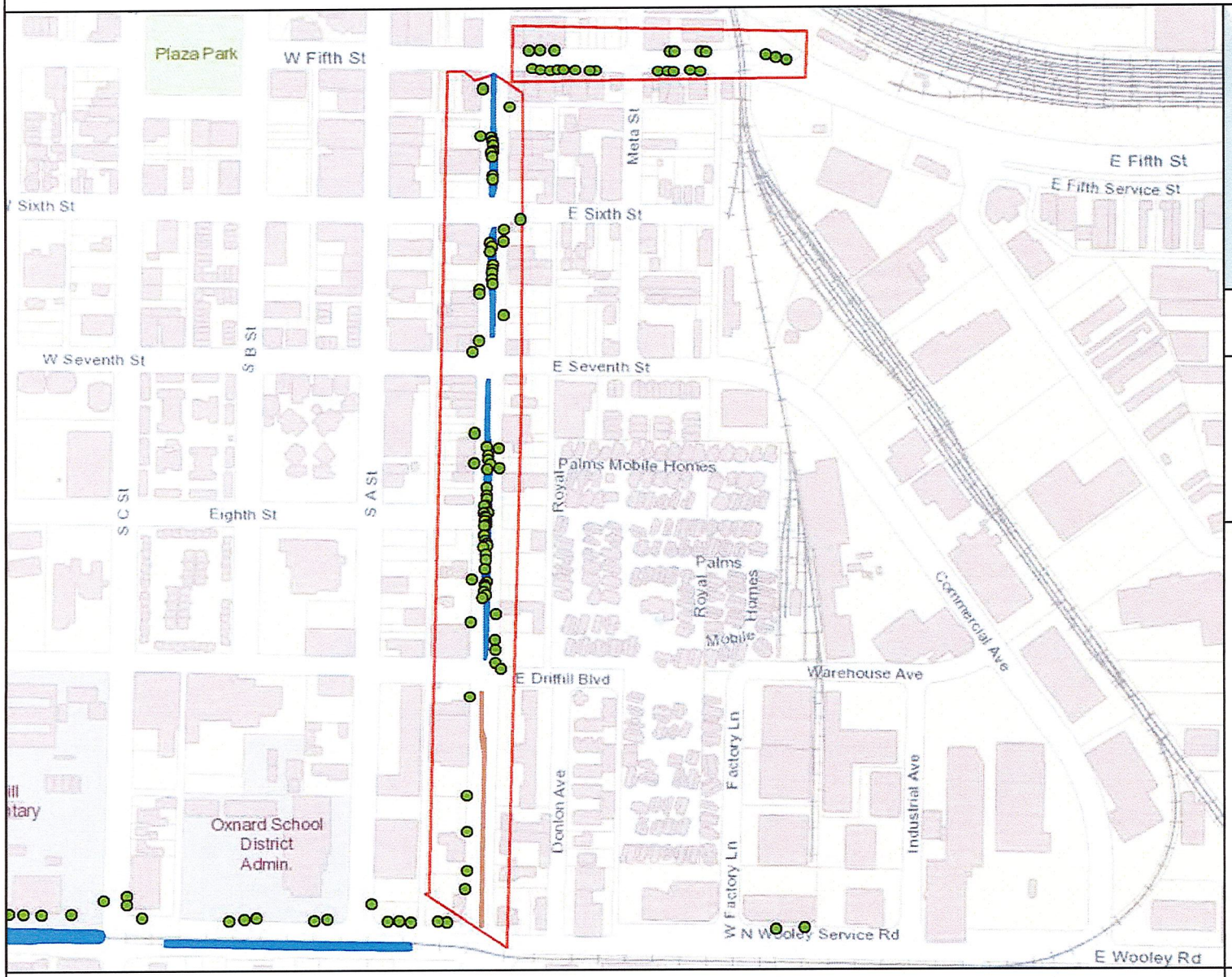
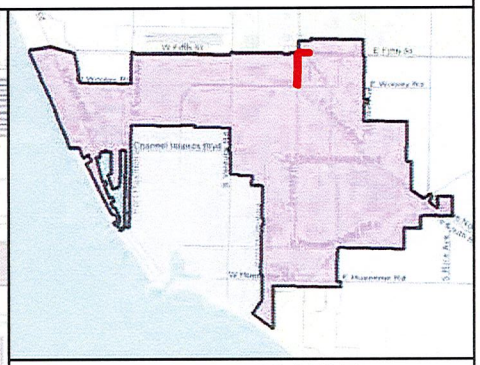
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 17 OF 51, OXNARD BL 1/ FIFTH 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,148 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,901 SQ FT
~0.04 ACRES

PROJECT TREES:
100 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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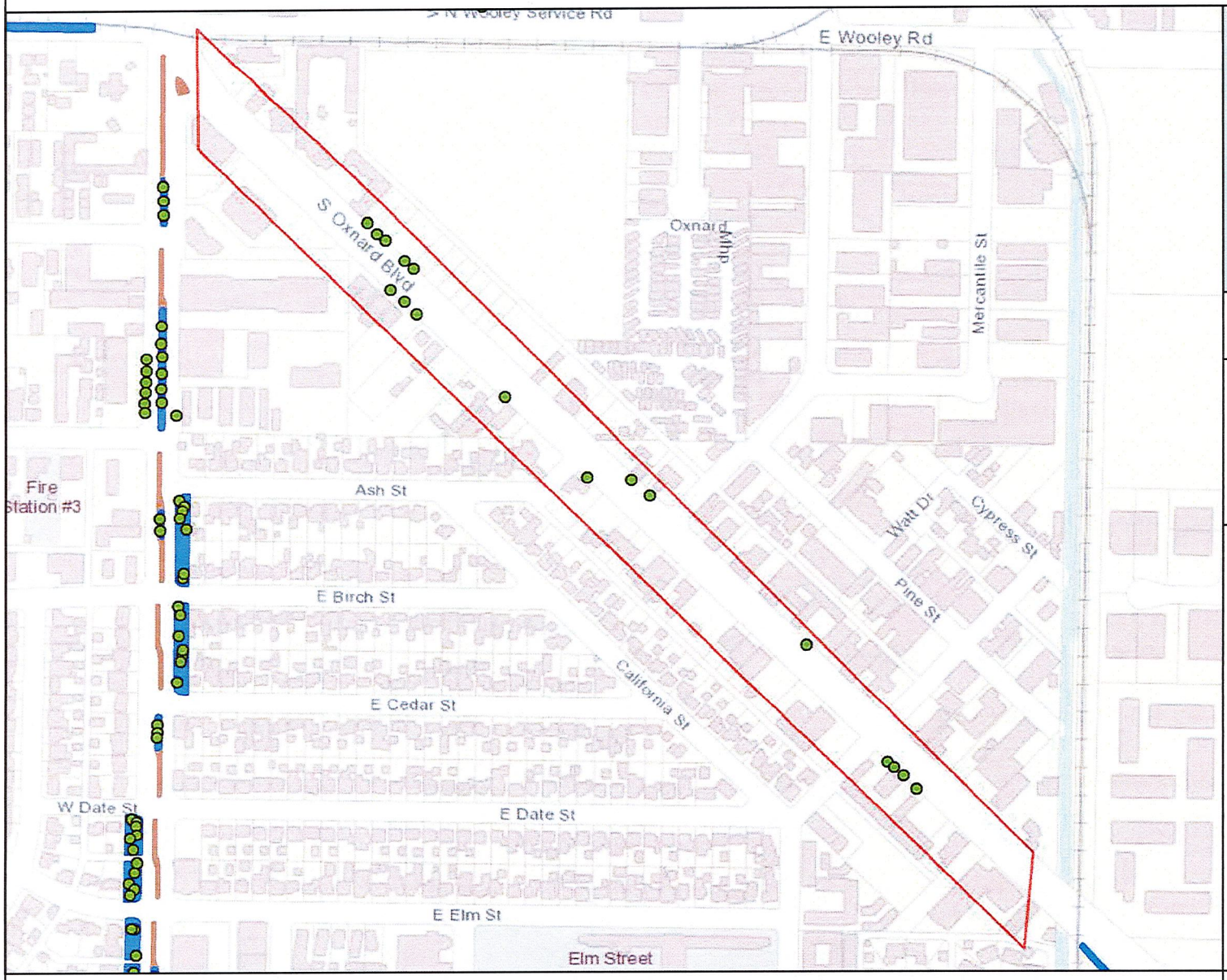
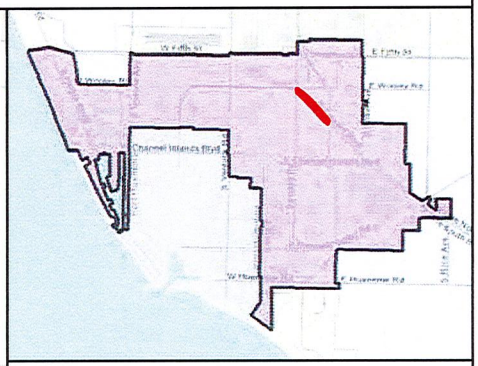
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 18 OF 51, OXNARD BL 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
17 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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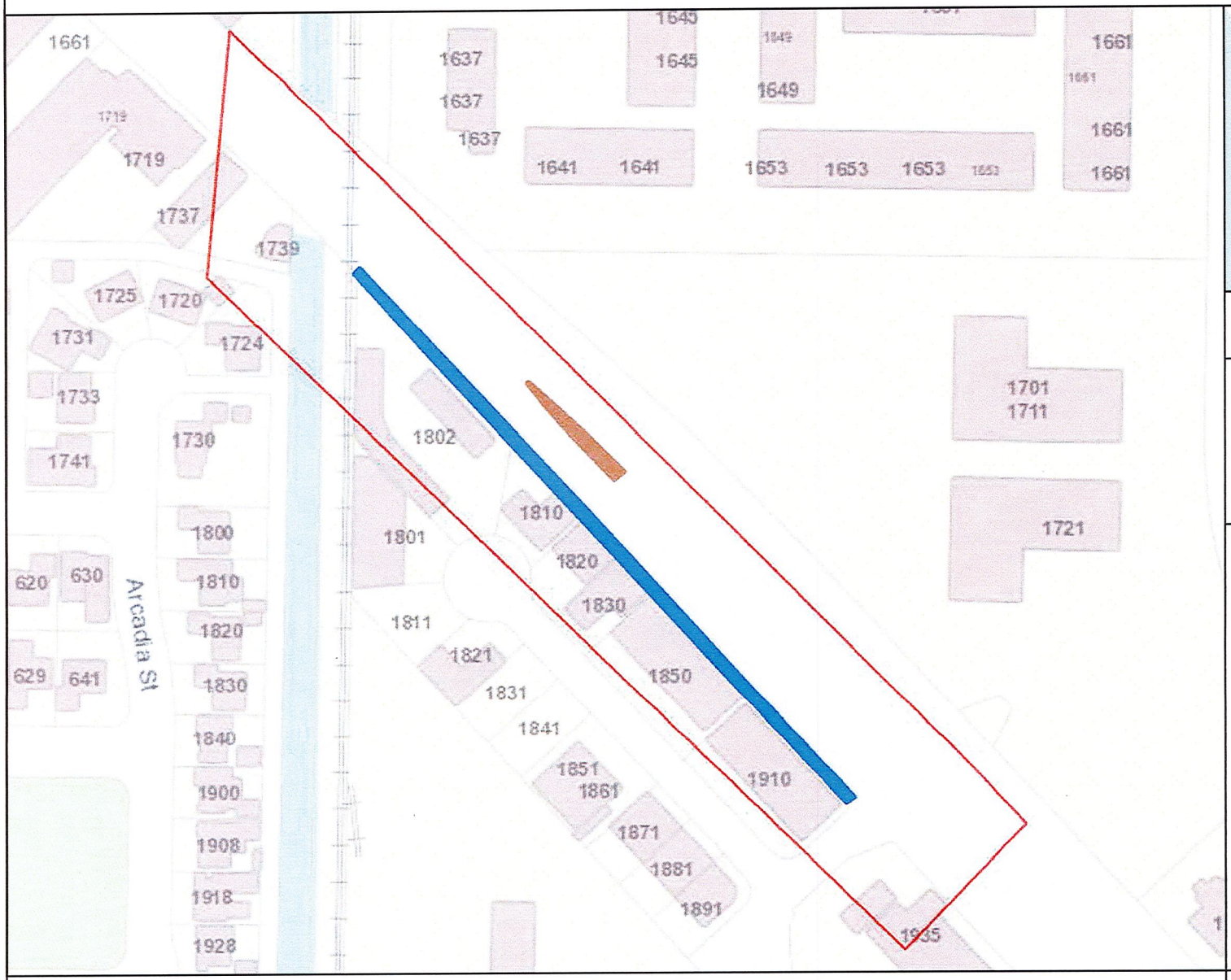
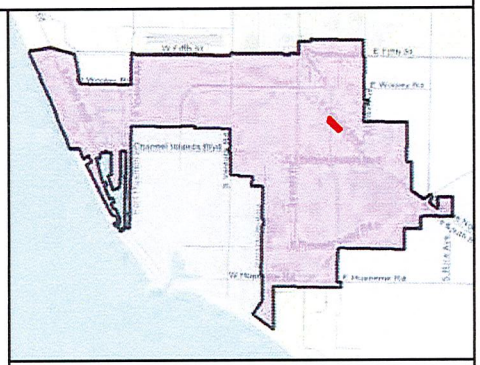
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 19 OF 51, OXNARD BL 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,081 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,784 SQ FT
~0.04 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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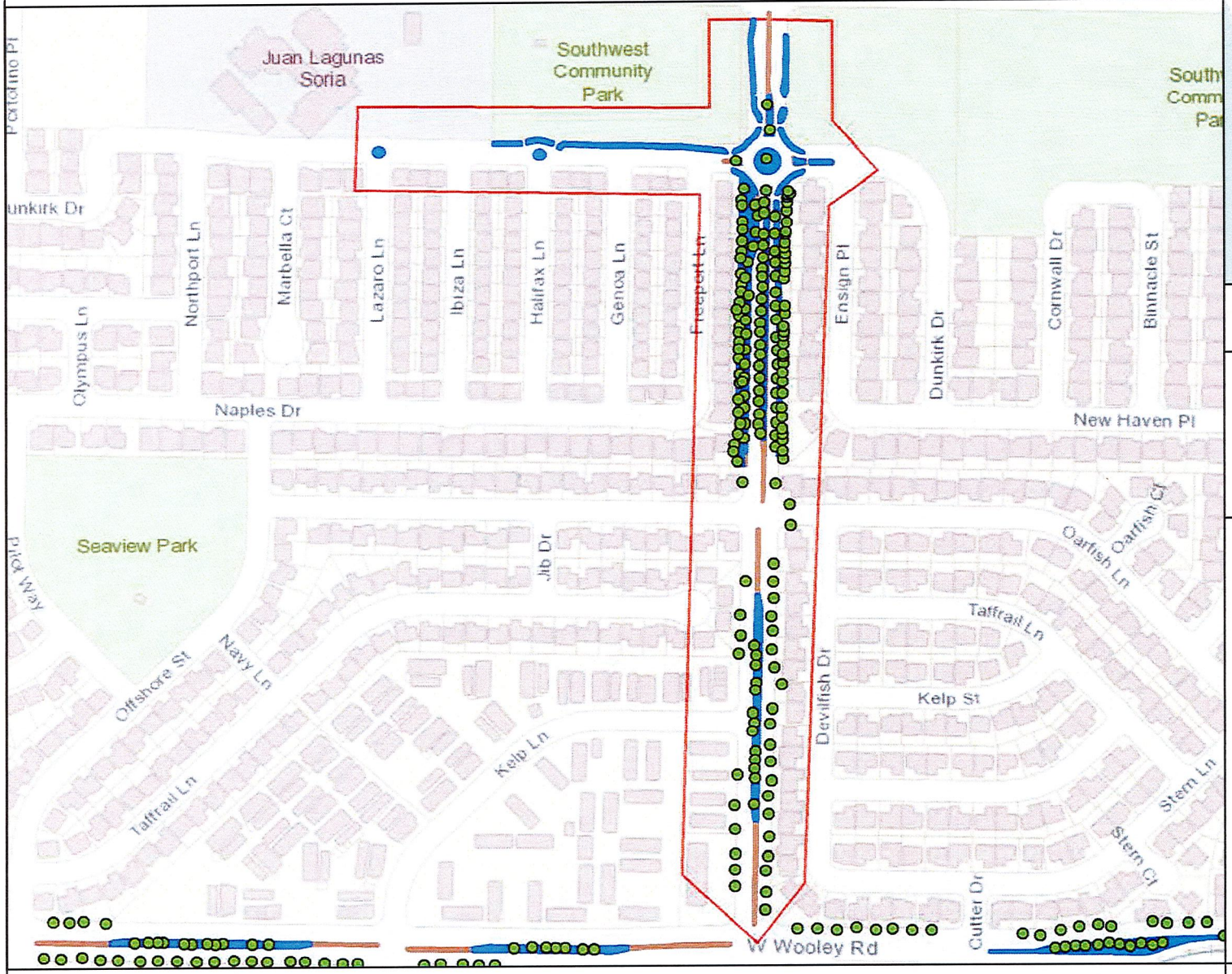
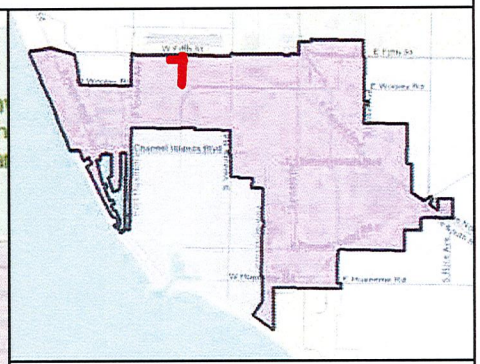
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 20 OF 51, PATTERSON 1/ DUNKIRK





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~56,405 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,679 SQ FT
~0.31 ACRES

PROJECT TREES:
171 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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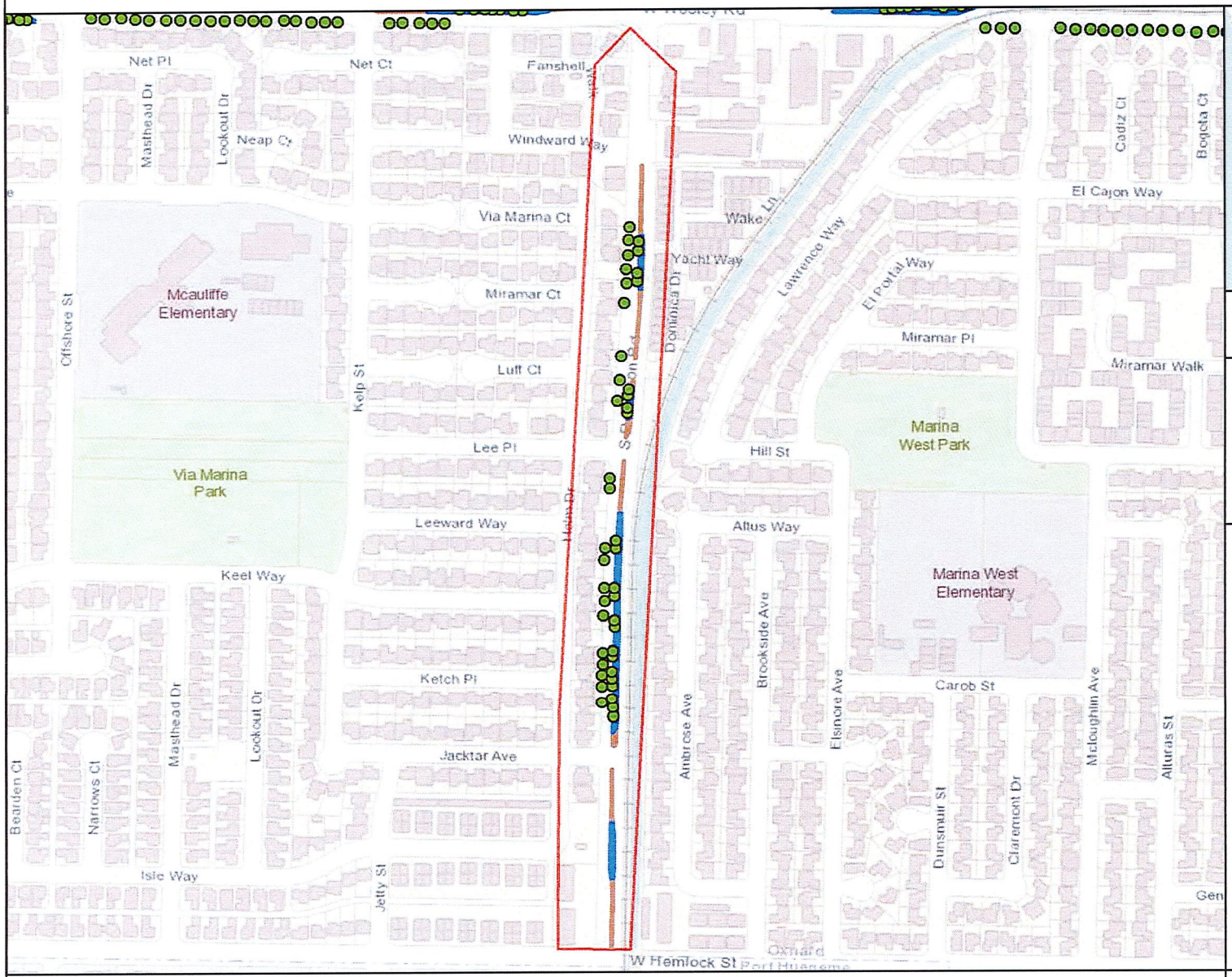
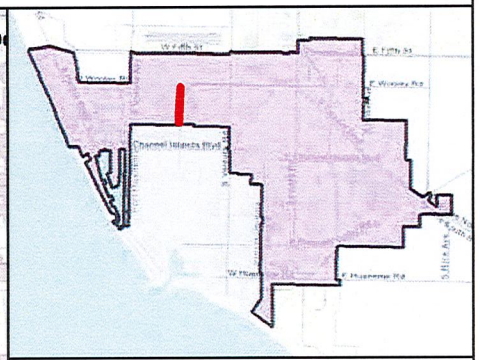
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 21 OF 51, PATTERSON 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,412 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,787 SQ FT
~0.18 ACRES

PROJECT TREES:
43 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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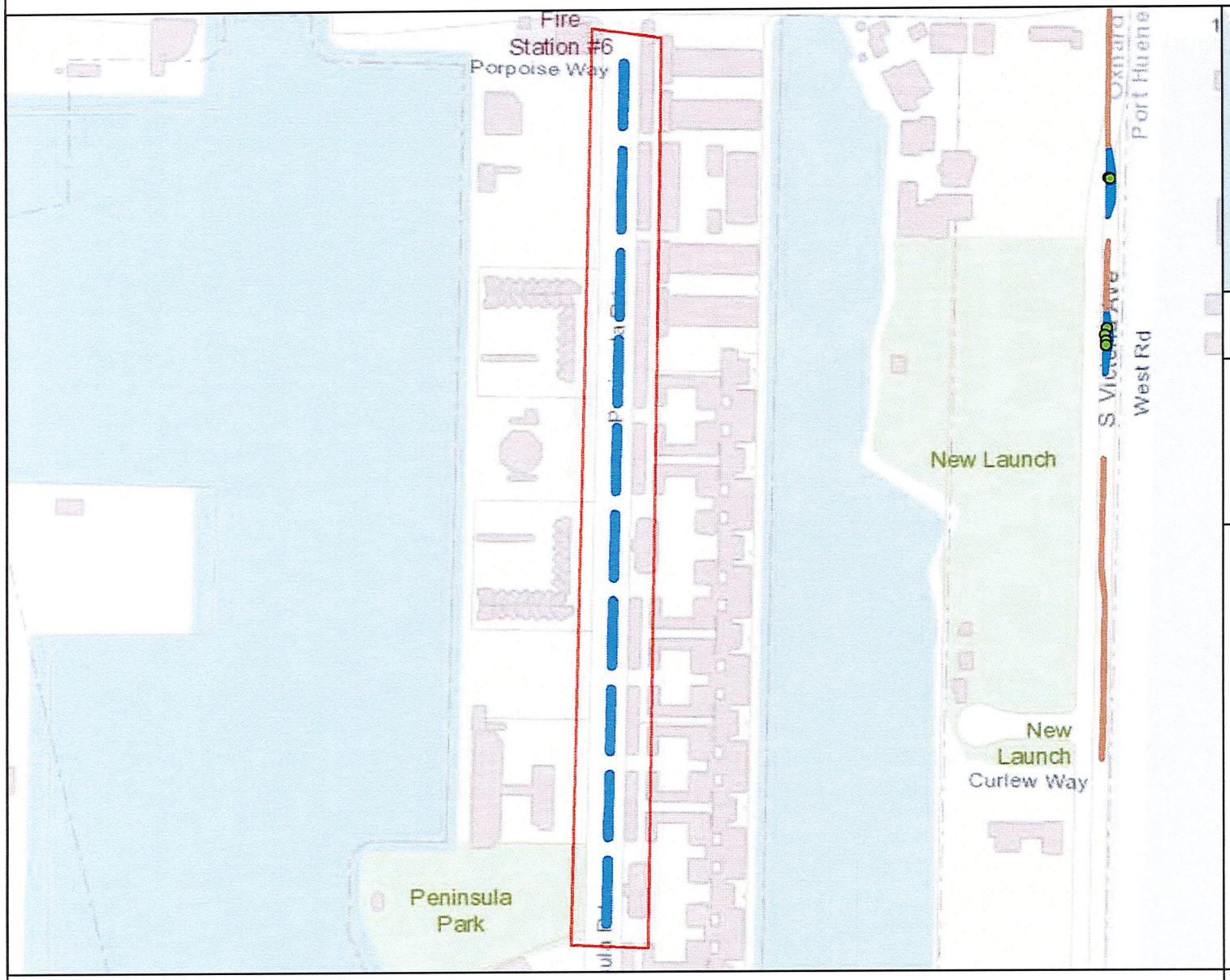
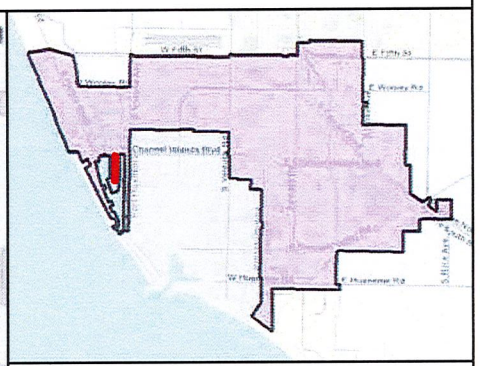
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 22 OF 51, PENINSULA





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~24,122 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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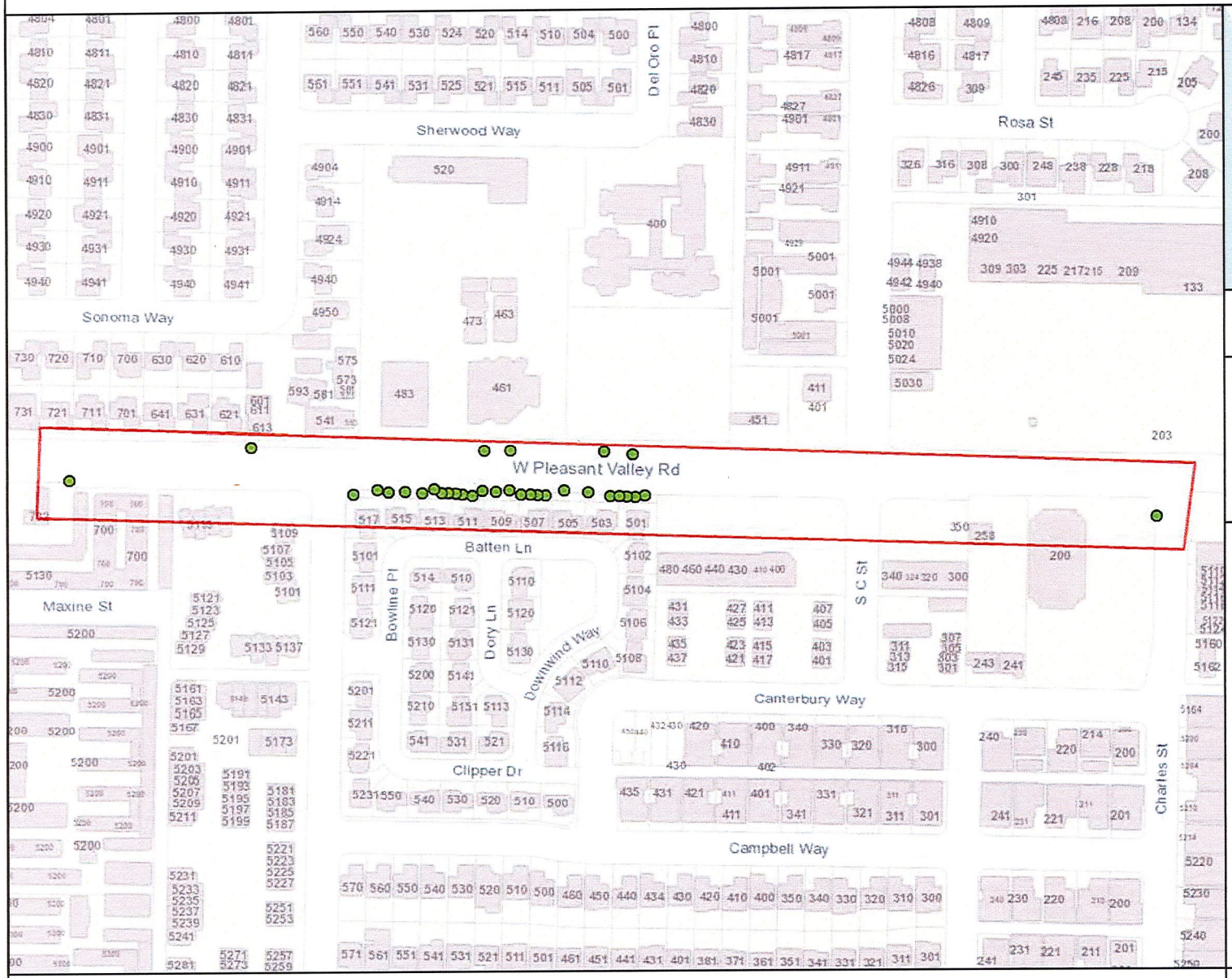
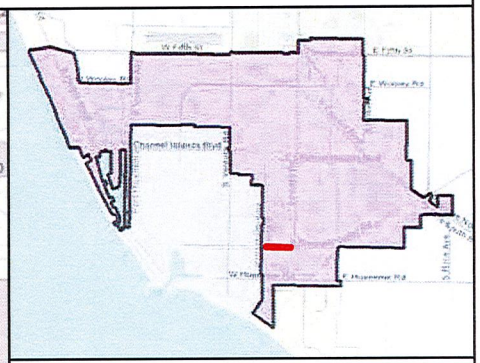
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 23 OF 51, PLEASANT VALLEY RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
32 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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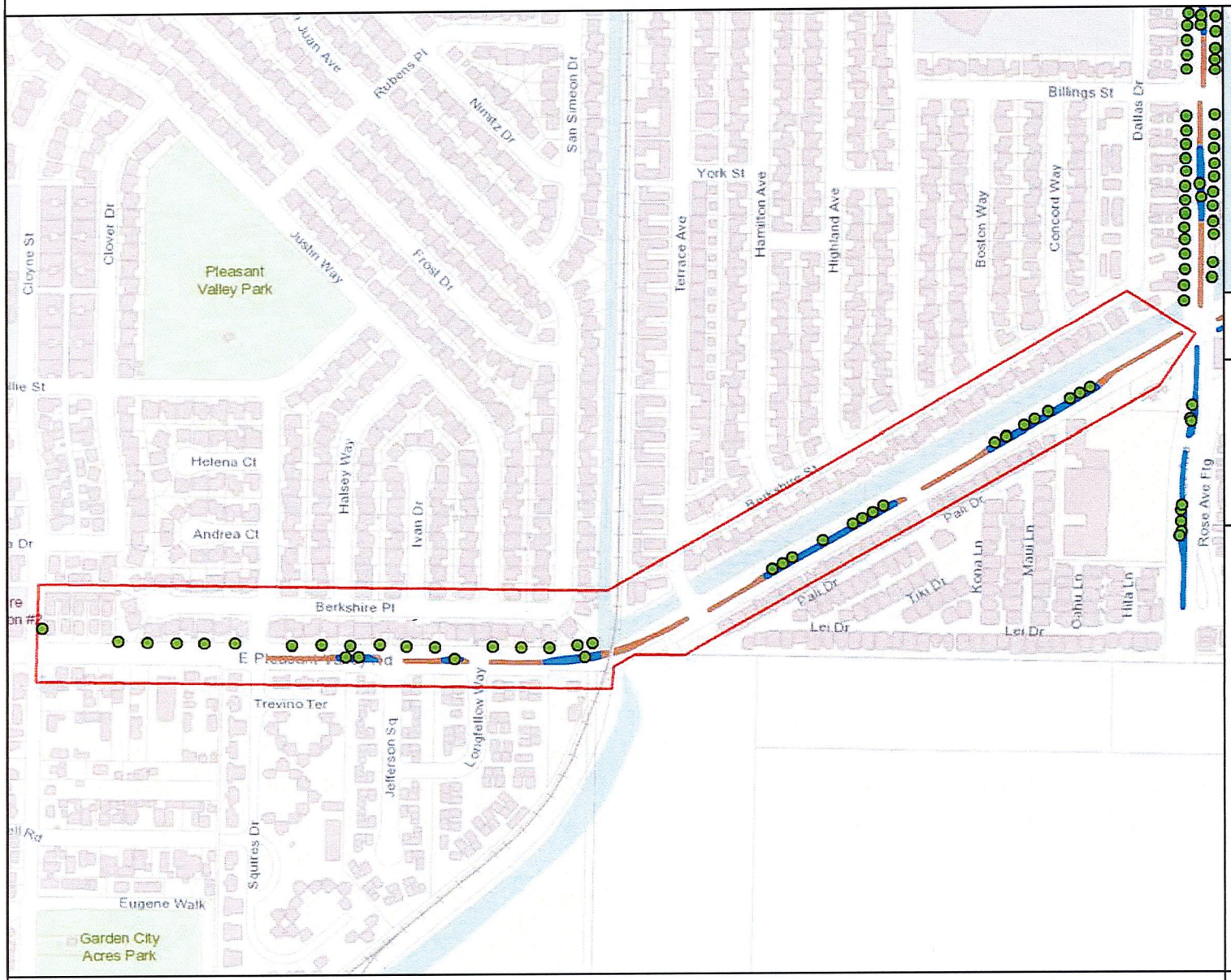
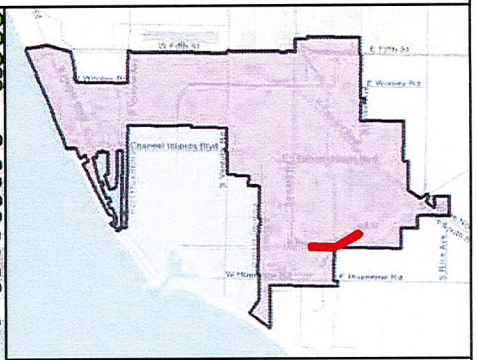
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 24 OF 51, PLEASANT VALLEY RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,548 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,898 SQ FT
~0.3 ACRES

PROJECT TREES:
37 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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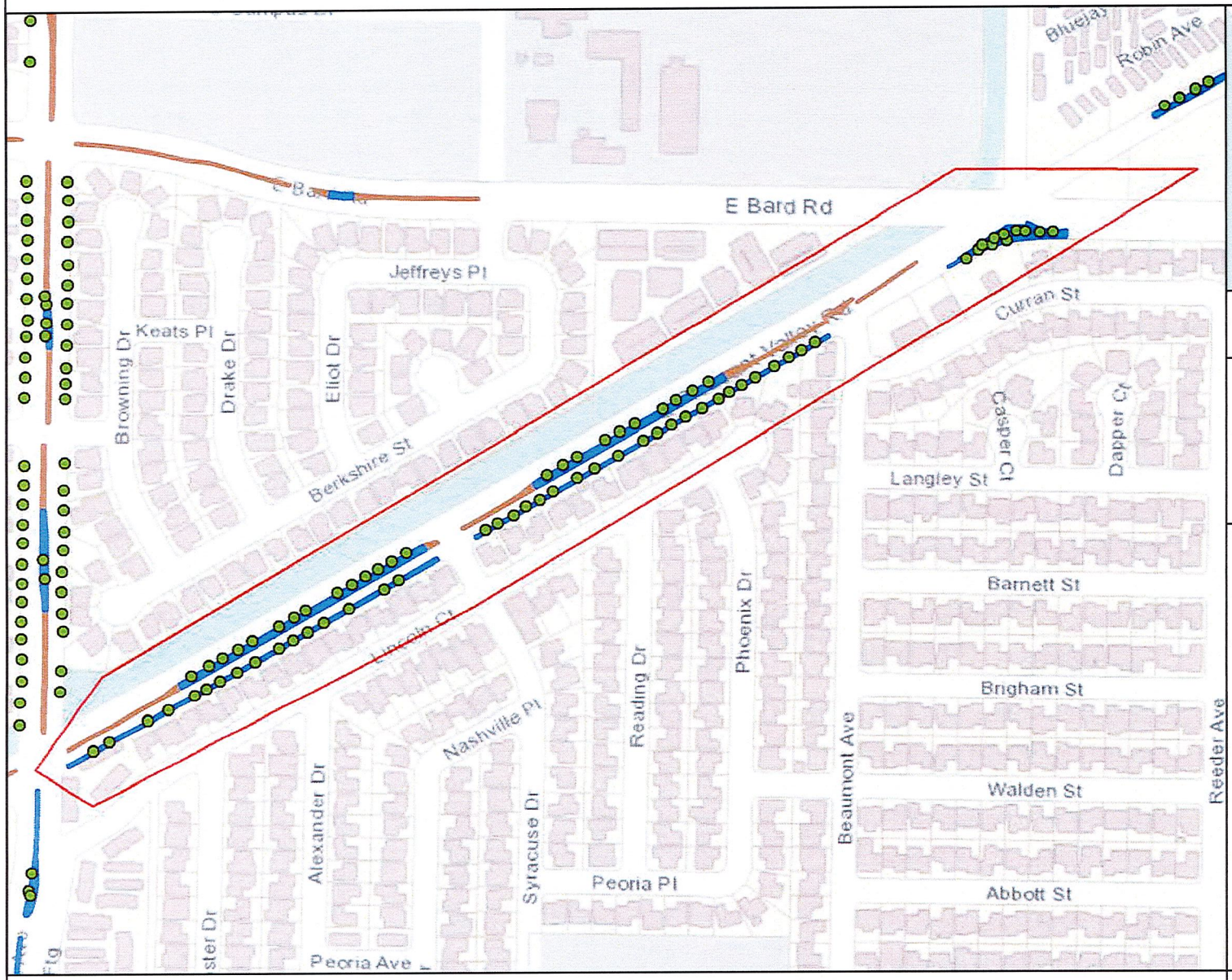
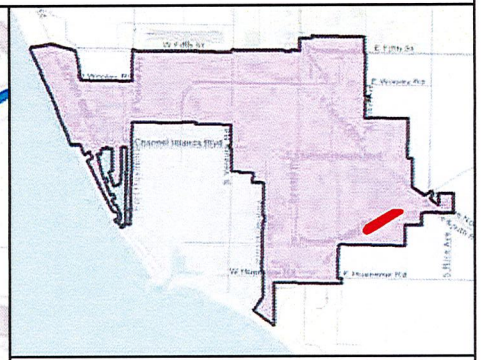
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 25 OF 51, PLEASANT VALLEY RD 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,698 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,120 SQ FT
~0.12 ACRES

PROJECT TREES:
73 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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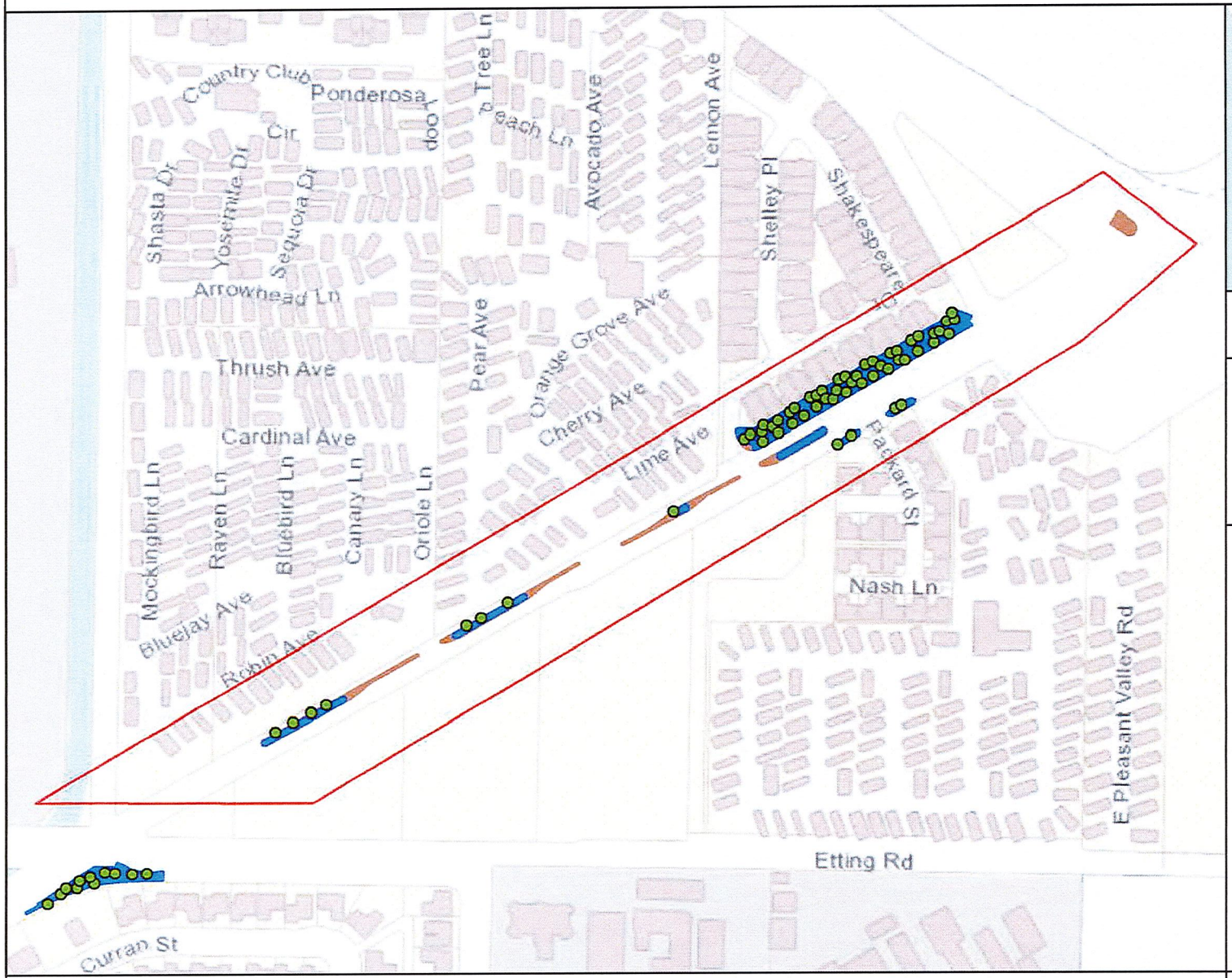
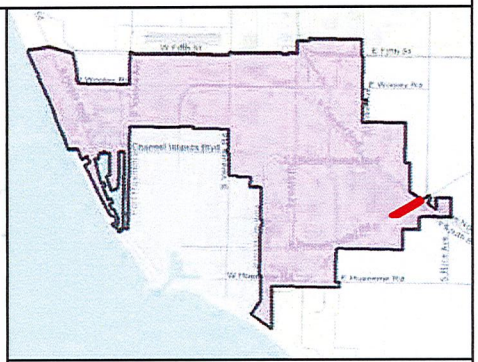
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 26 OF 51, PLEASANT VALLEY RD 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~24,768 SQ FT
~0.57 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,779 SQ FT
~0.22 ACRES

PROJECT TREES:
56 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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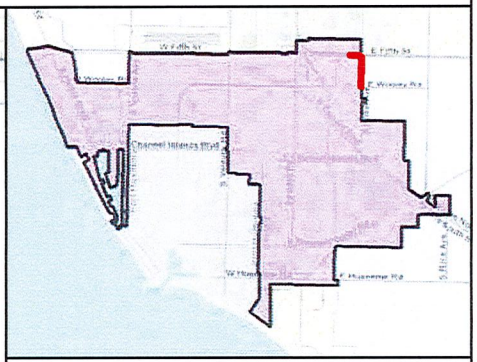
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 27 OF 51, ROSE AVE 1/ FIFTH ST 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,091 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,421 SQ FT
~0.24 ACRES

PROJECT TREES:
97 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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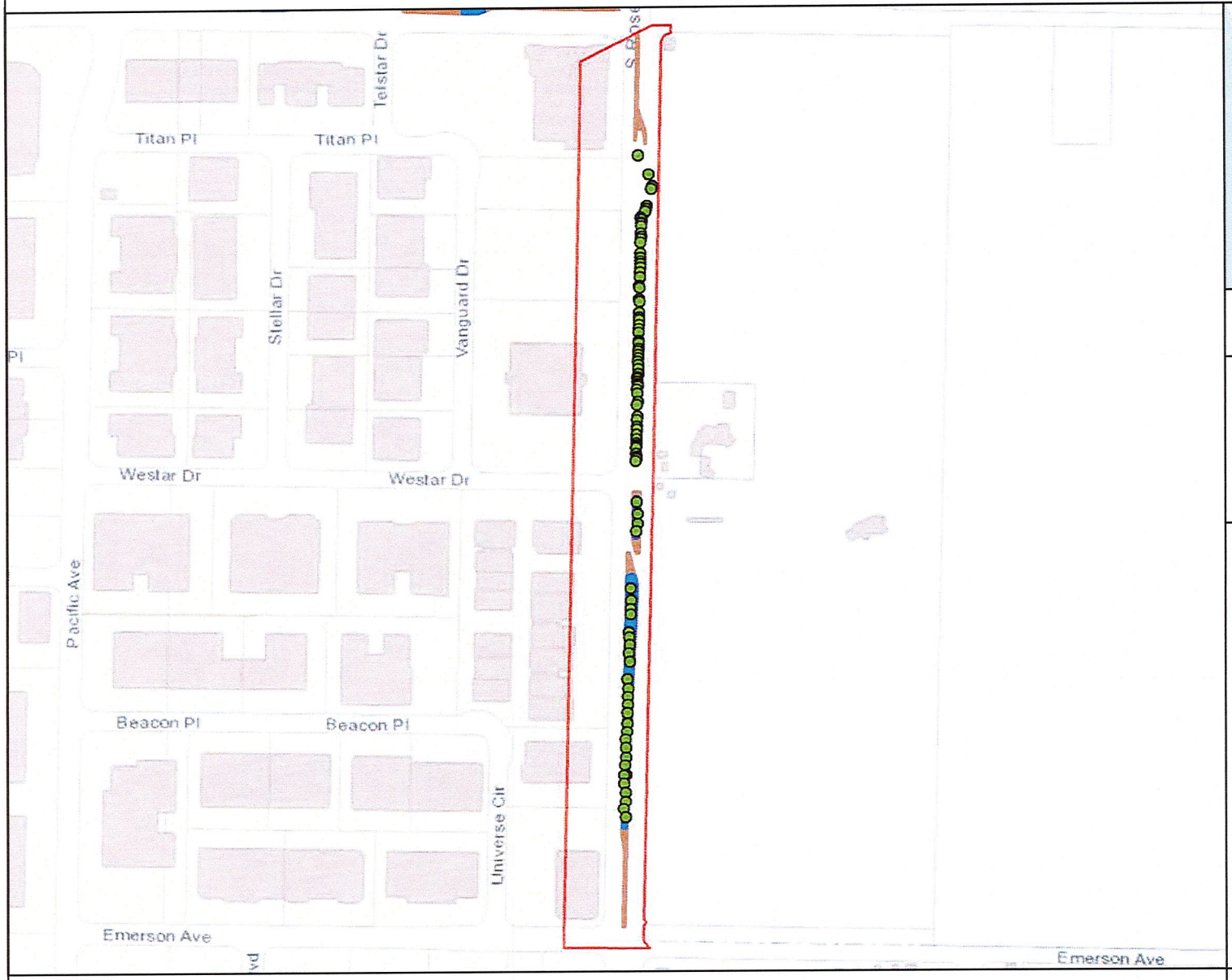
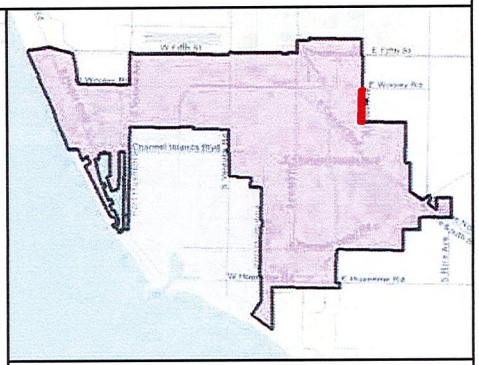
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 28 OF 51, ROSE AVE 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,355 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,187 SQ FT
~0.19 ACRES

PROJECT TREES:
95 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

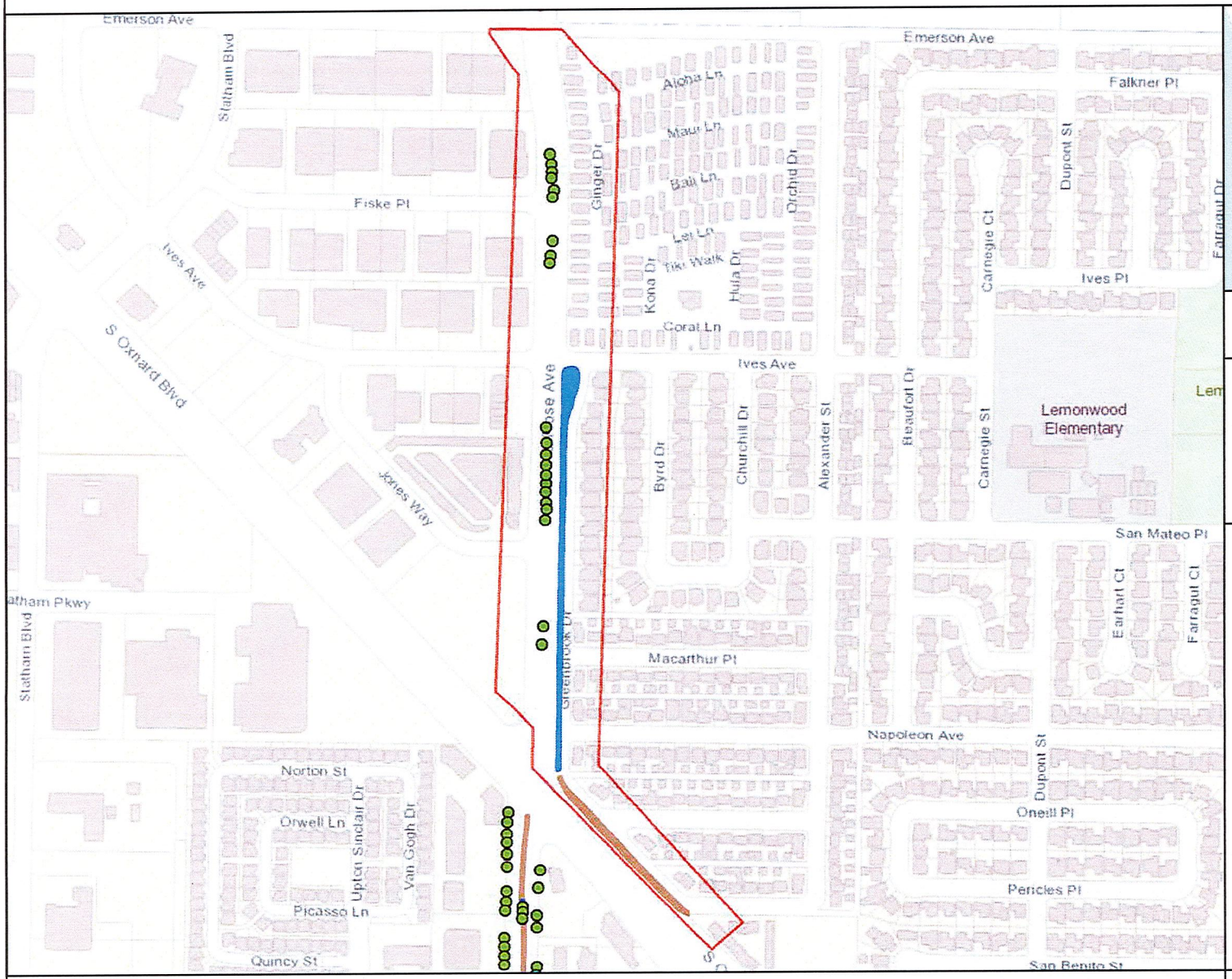
0 200 400 600 800 1,000 1,200 Feet

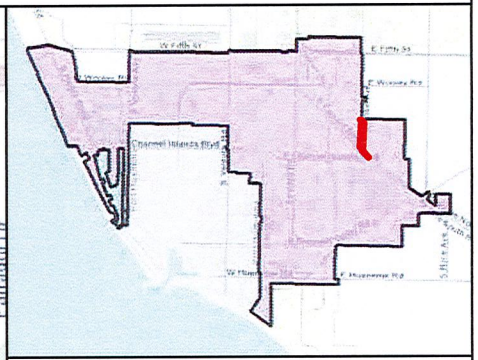
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 29 OF 51, ROSE AVE 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,174 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,899 SQ FT
~0.2 ACRES

PROJECT TREES:
21 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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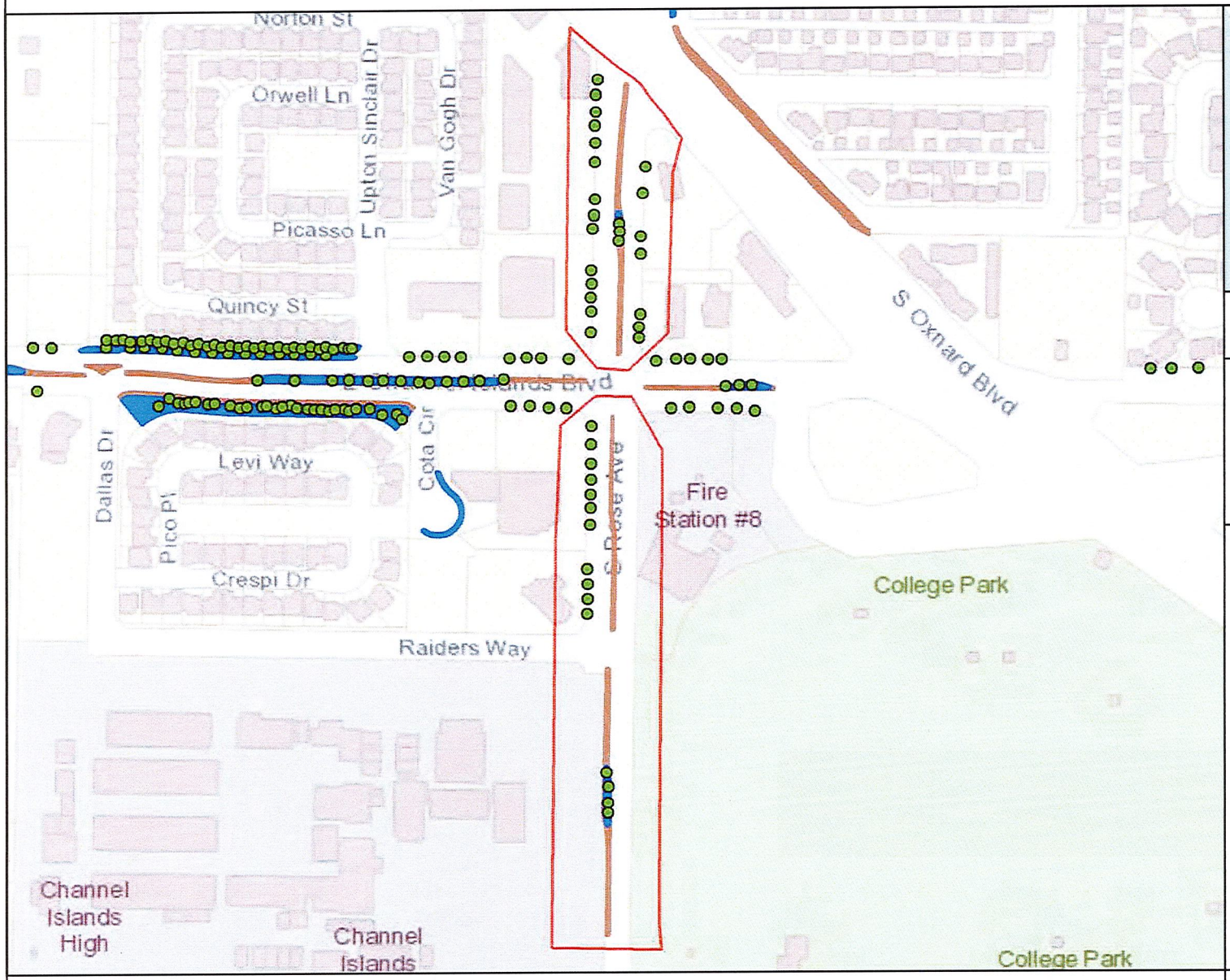
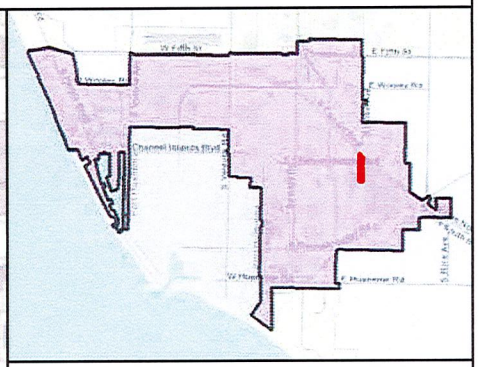
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 30 OF 51, ROSE AVE 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,913 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,950 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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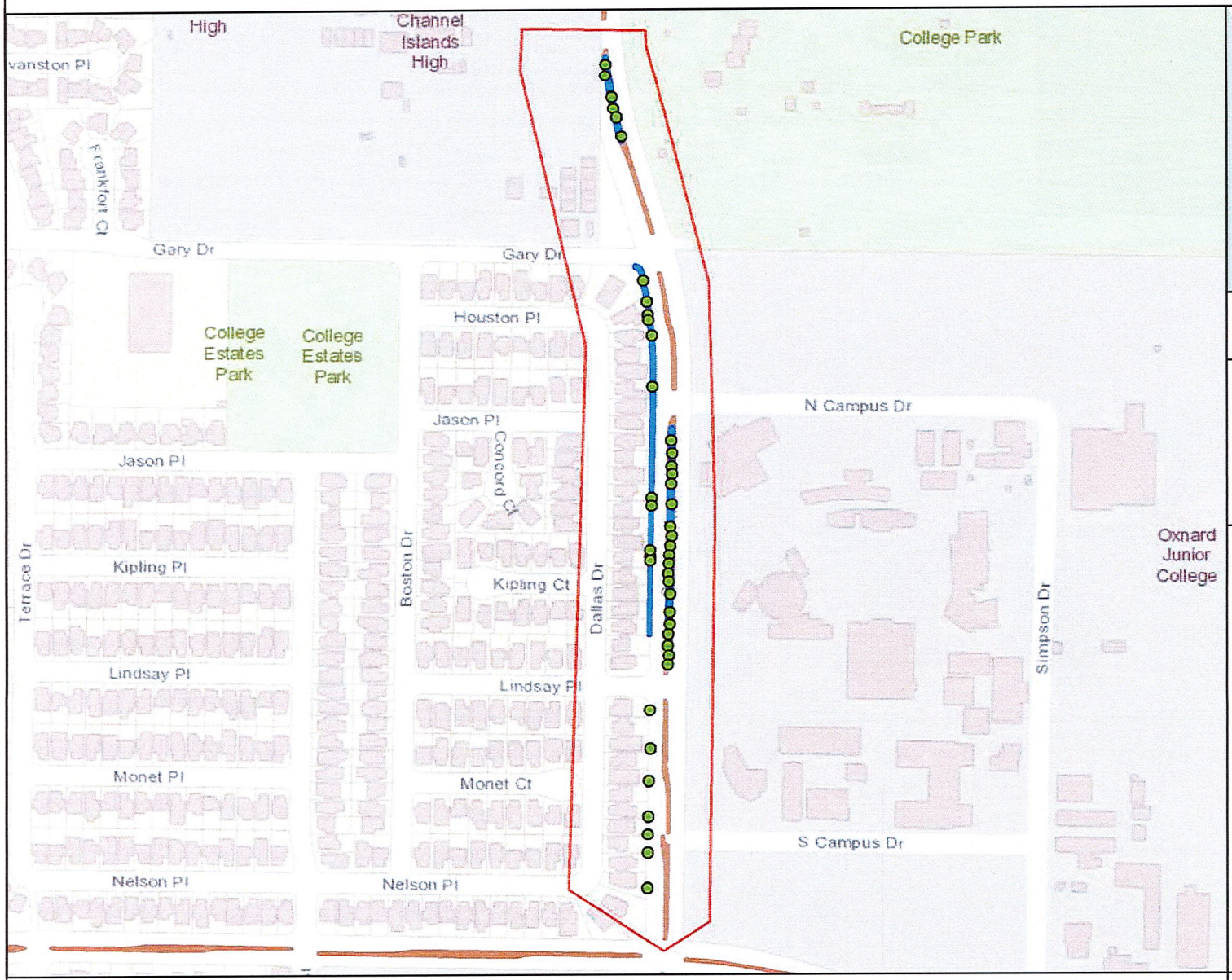
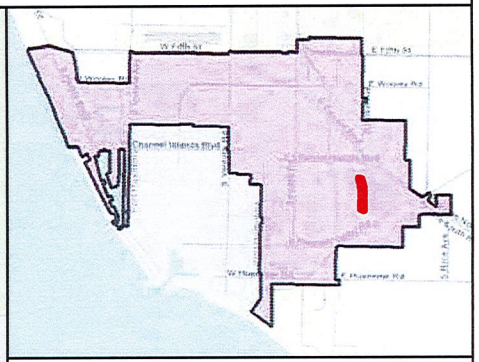
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 31 OF 51, ROSE AVE 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~19,598 SQ FT
~0.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,671 SQ FT
~0.29 ACRES

PROJECT TREES:
44 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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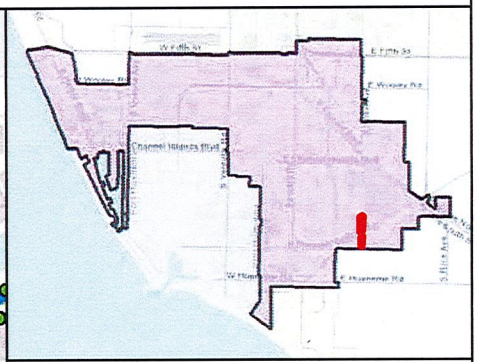
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 32 OF 51, ROSE AVE 6



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,964 SQ FT
~0.27 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,076 SQ FT
~0.14 ACRES

PROJECT TREES:
63 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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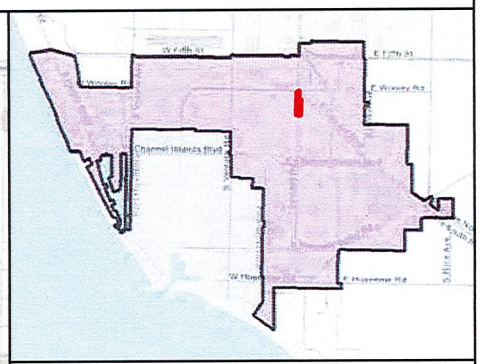
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 33 OF 51, SAVIERS RD 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,859 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,211 SQ FT
~0.21 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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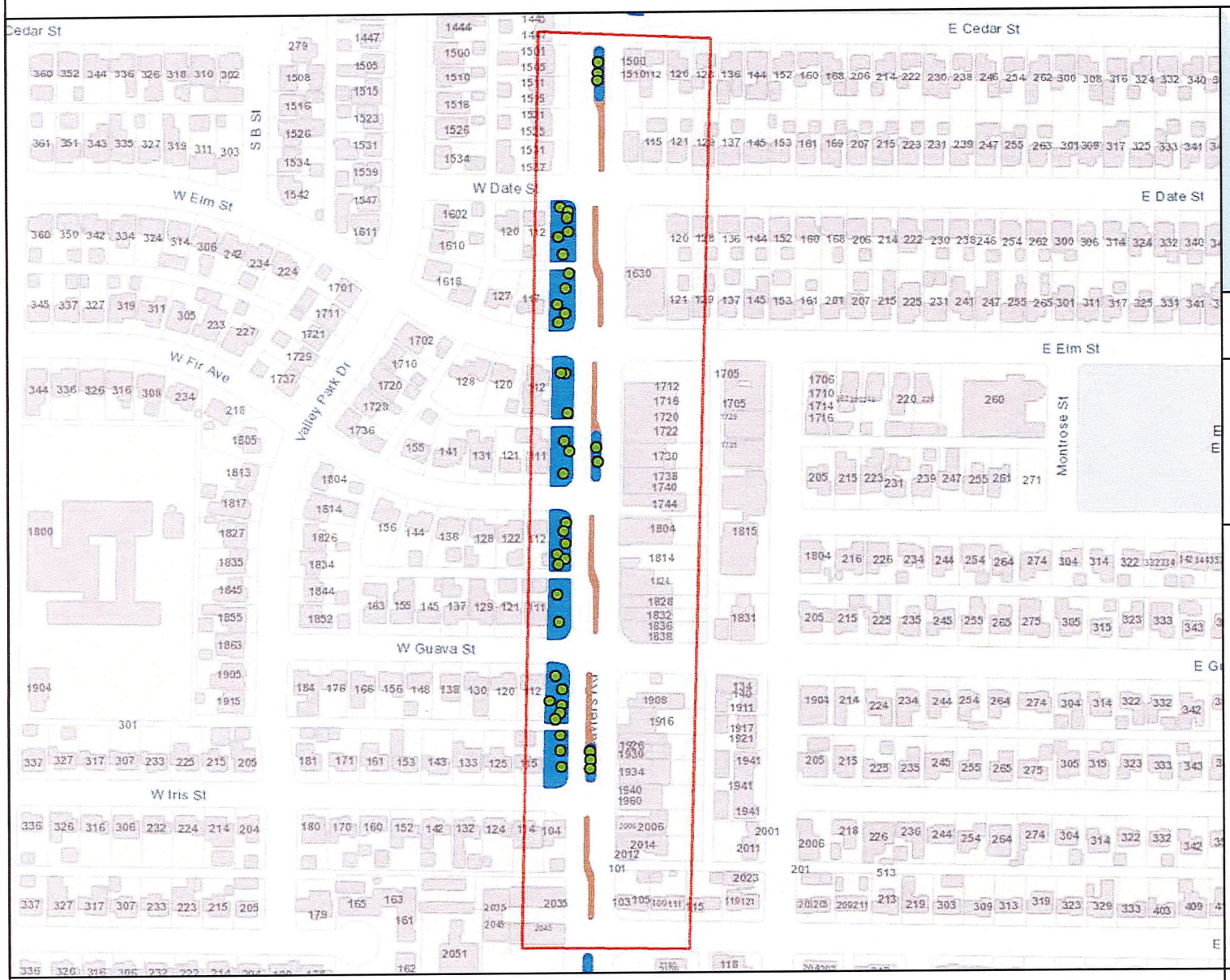
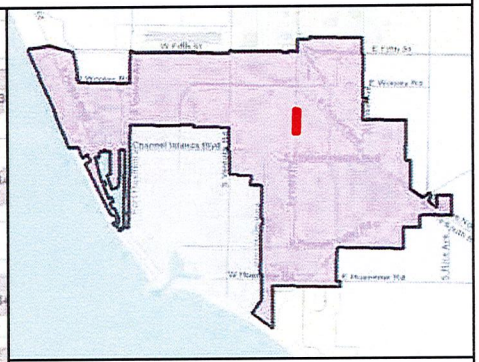
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 34 OF 51, SAVIERS RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,888 SQ FT
~0.87 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,436 SQ FT
~0.15 ACRES

PROJECT TREES:
42 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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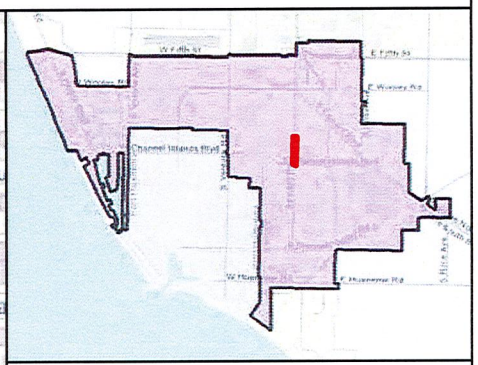
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 35 OF 51, SAVIERS RD 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,985 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,885 SQ FT
~0.25 ACRES

PROJECT TREES:
10 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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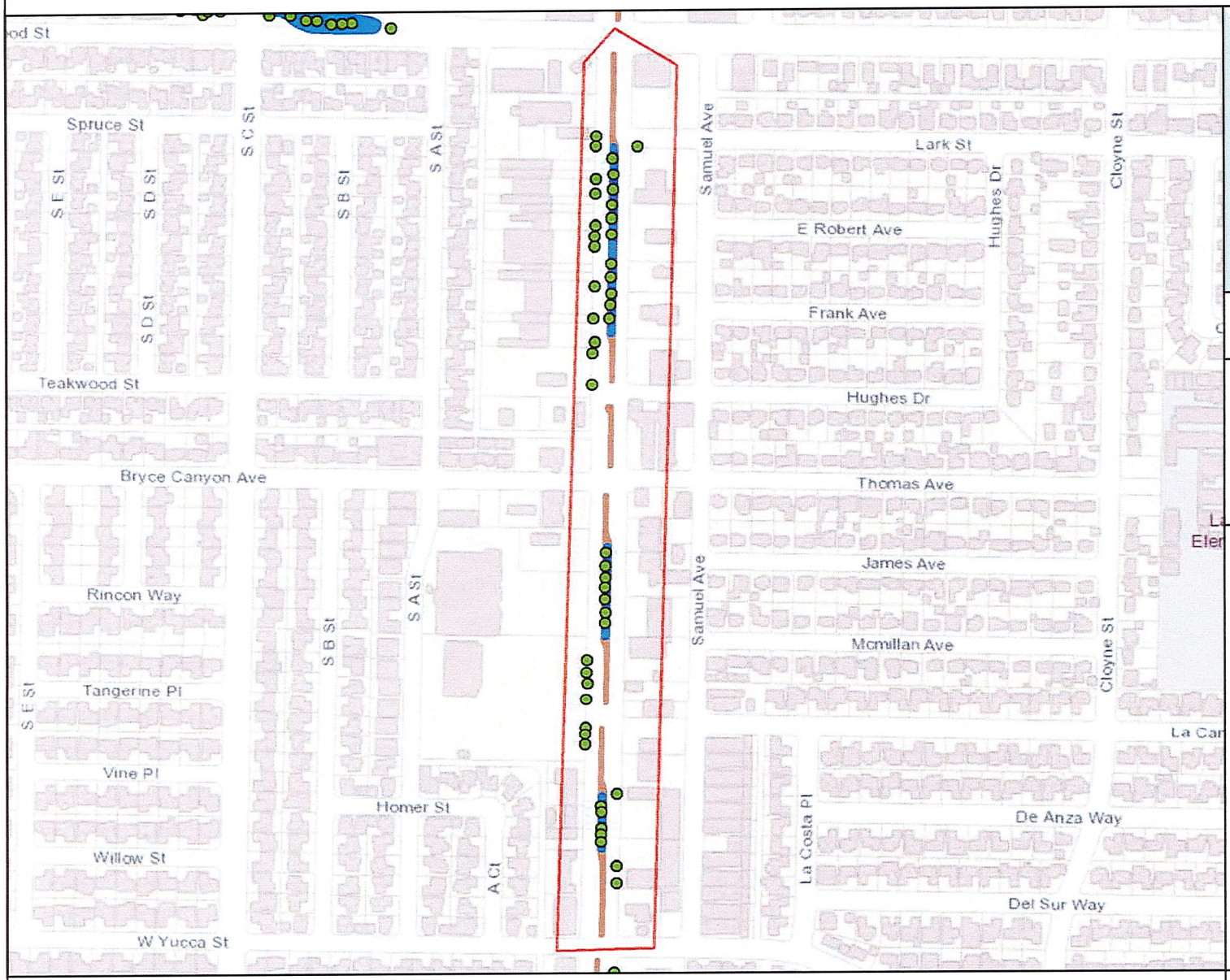
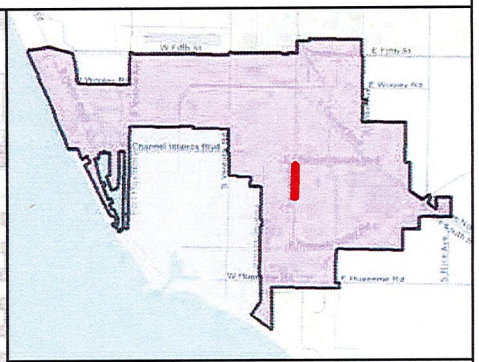
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 36 OF 51, SAVIERS RD 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,602 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~15,405 SQ FT
~0.35 ACRES

PROJECT TREES:
46 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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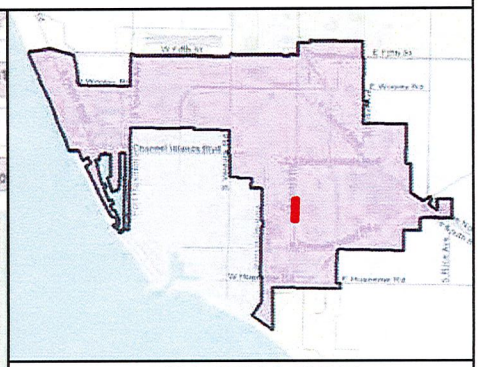
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 37 OF 51, SAVIERS RD 5



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,160 SQ FT
~0.3 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,635 SQ FT
~0.2 ACRES

PROJECT TREES:
42 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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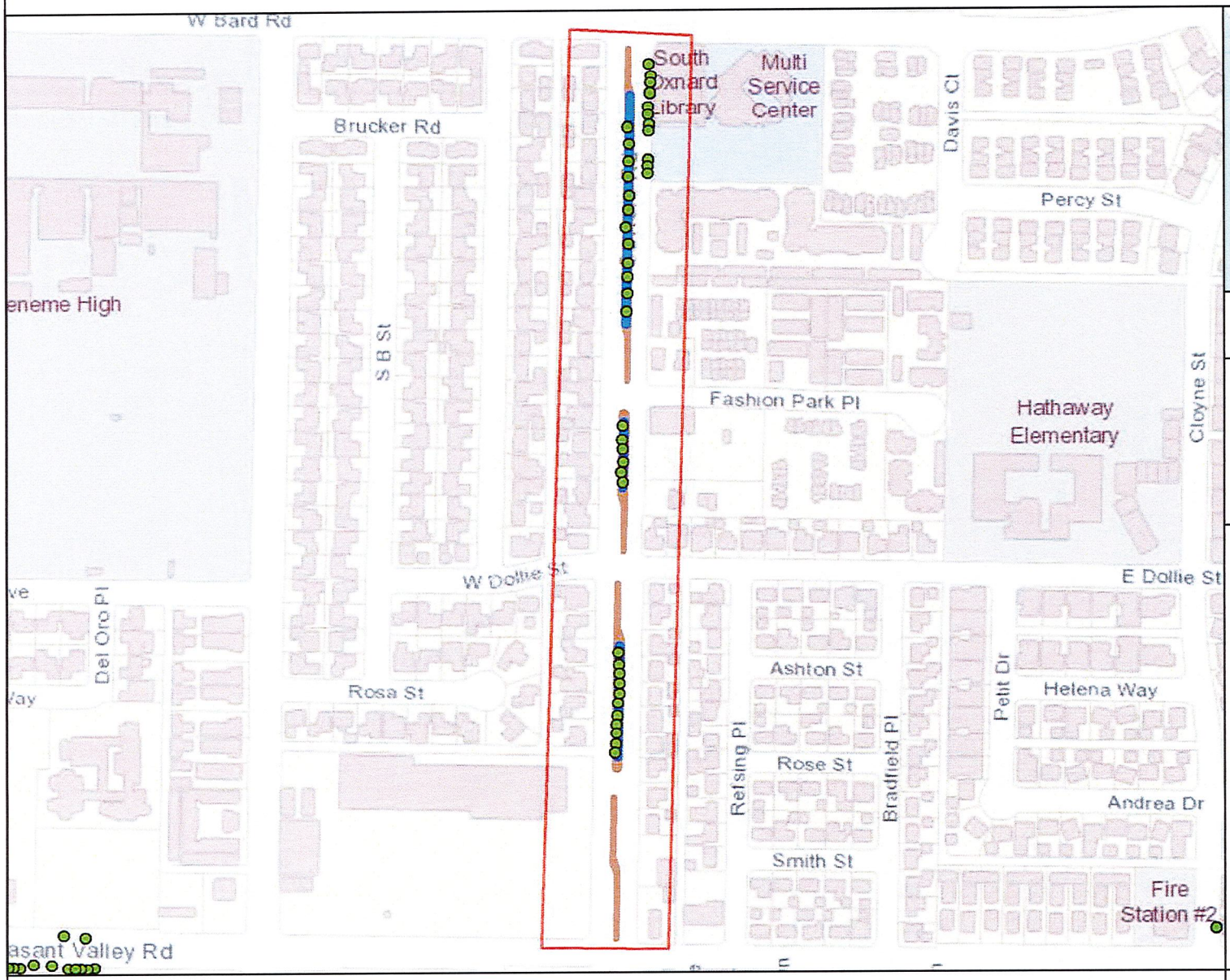
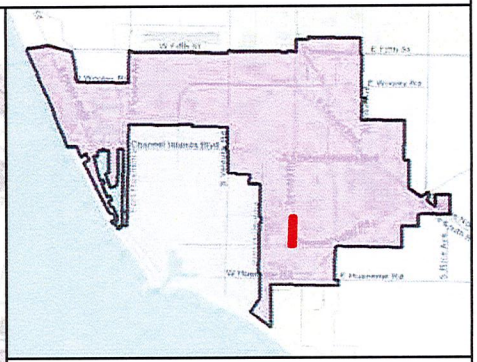
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 38 OF 51, SAVIERS RD 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,509 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,763 SQ FT
~0.34 ACRES

PROJECT TREES:
40 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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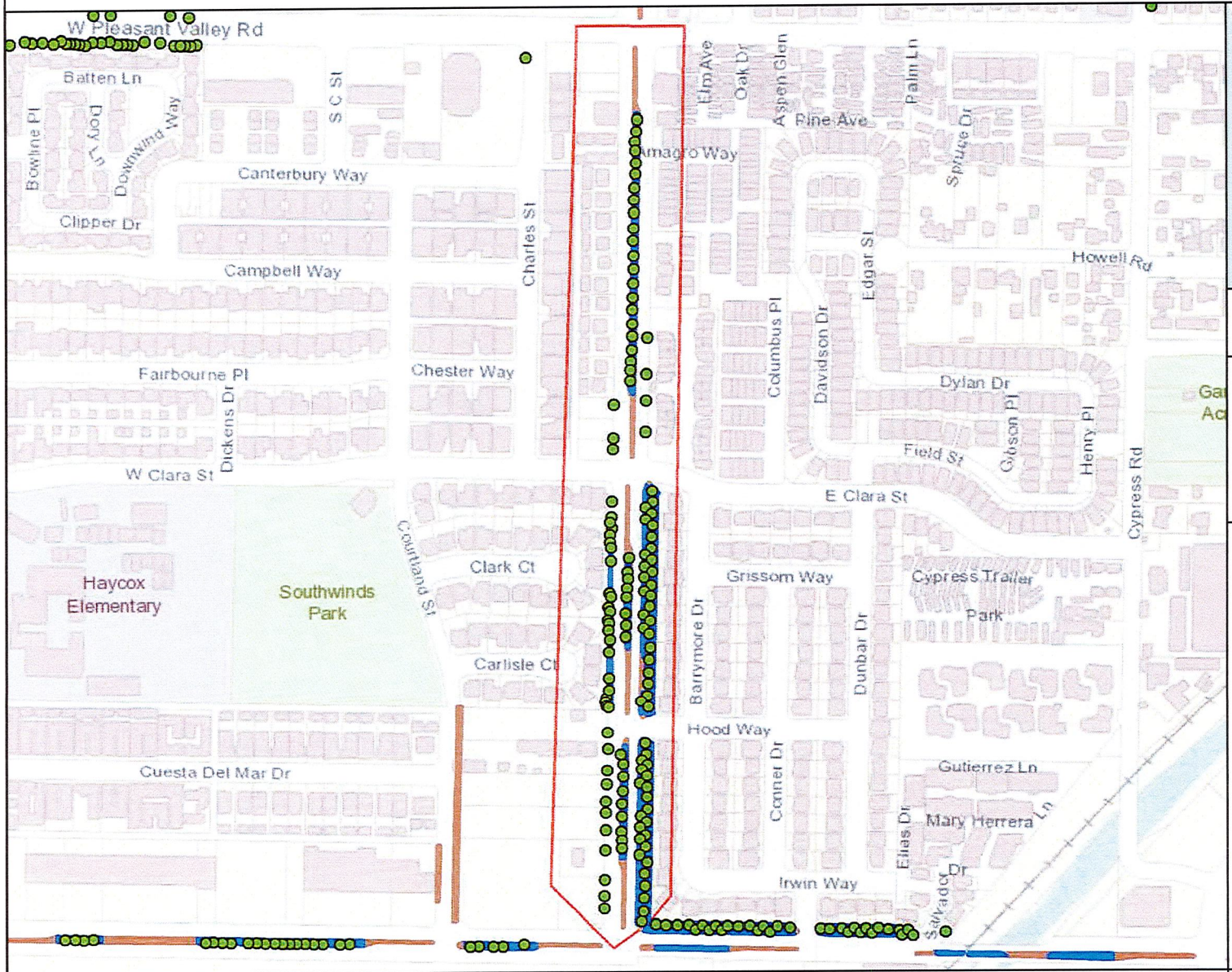
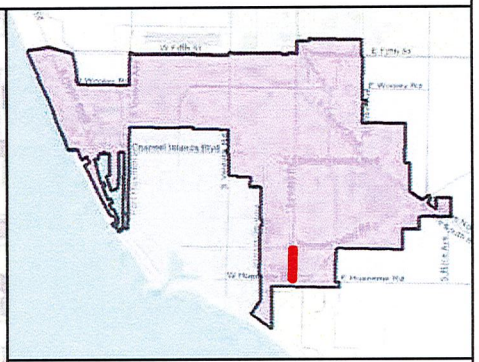
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 39 OF 51, SAVIERS RD 7





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,569 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,290 SQ FT
~0.47 ACRES

PROJECT TREES:
131 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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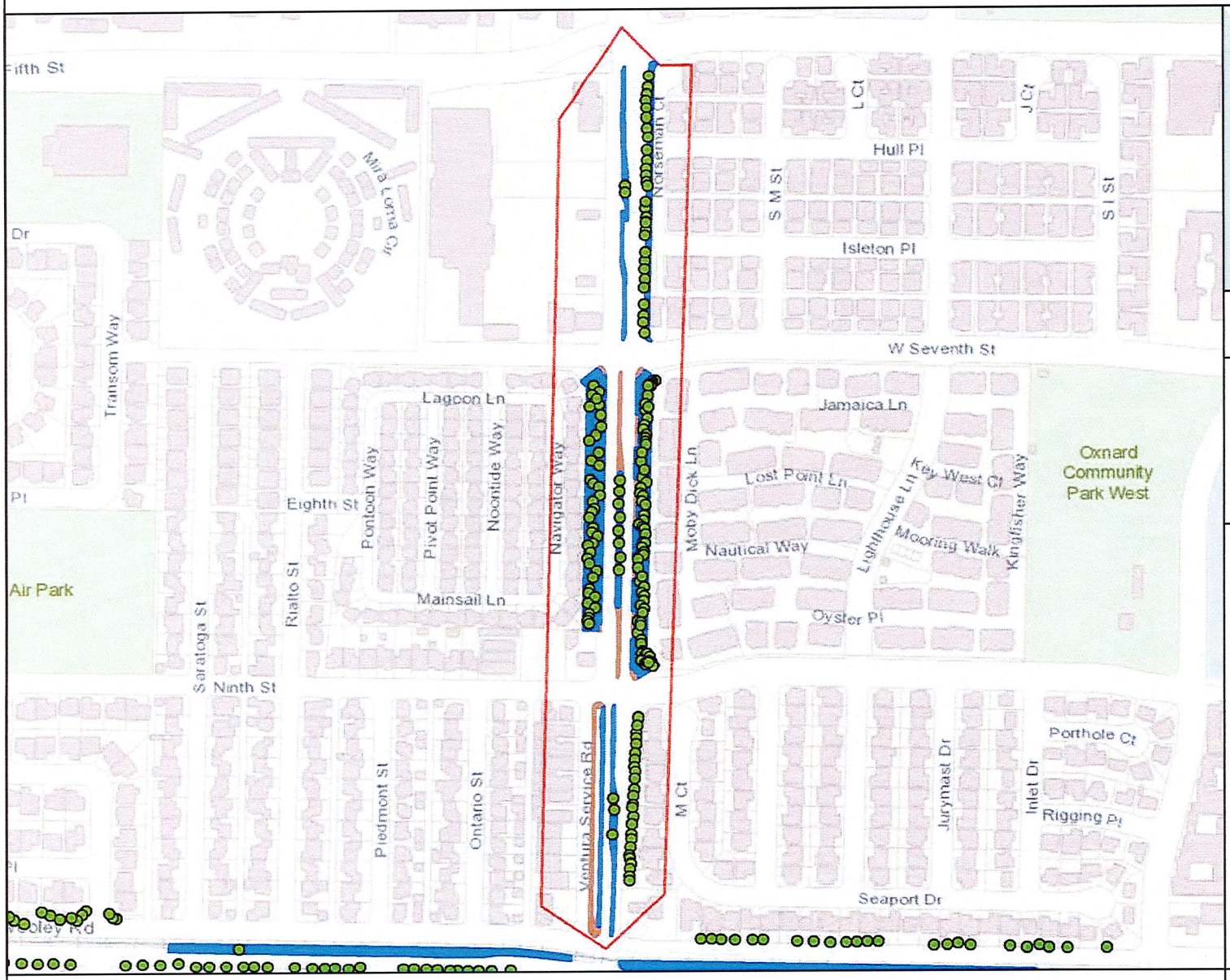
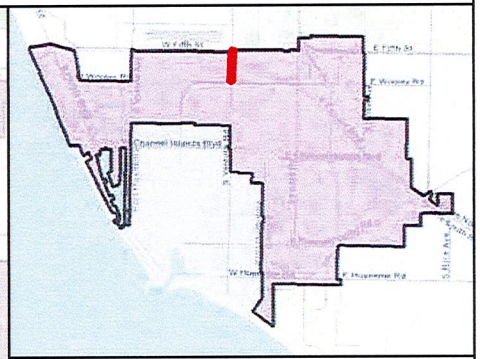
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 40 OF 51, VENTURA 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~79,815 SQ FT
~1.83 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~26,411 SQ FT
~0.61 ACRES

PROJECT TREES:
177 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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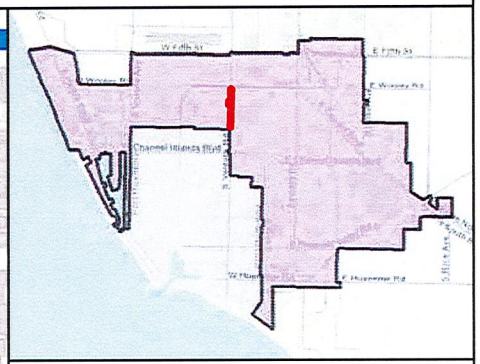
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 41 OF 51, VENTURA 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,941 SQ FT
~1.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,789 SQ FT
~0.22 ACRES

PROJECT TREES:
52 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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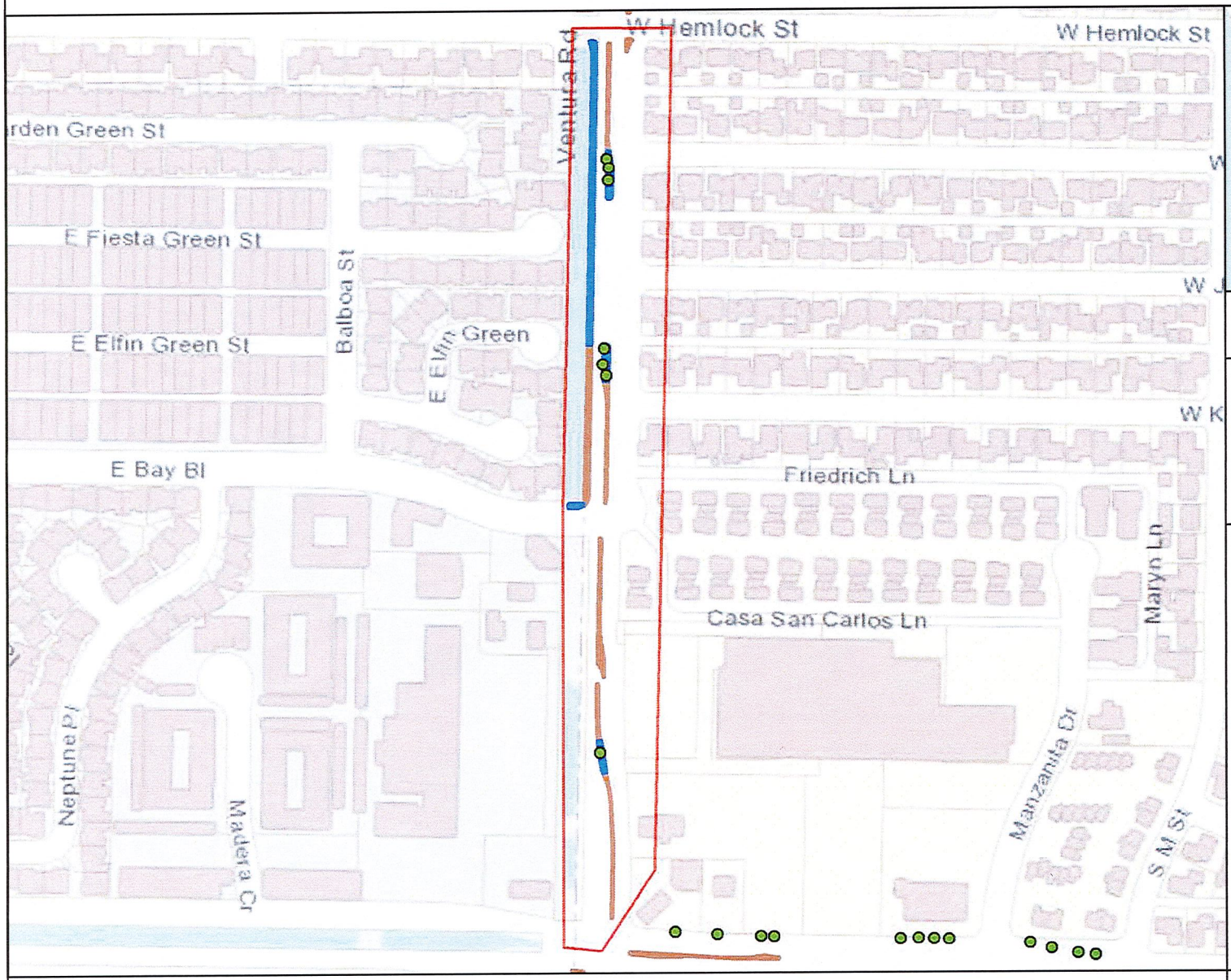
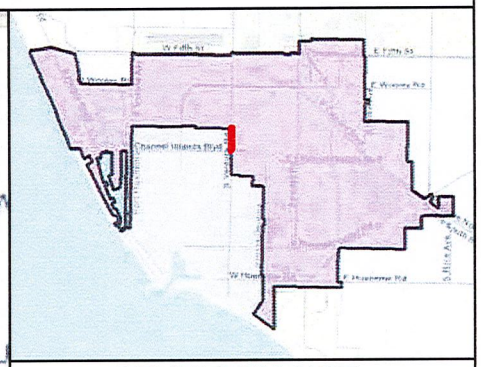
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 42 OF 51, VENTURA 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,433 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,779 SQ FT
~0.18 ACRES

PROJECT TREES:
7 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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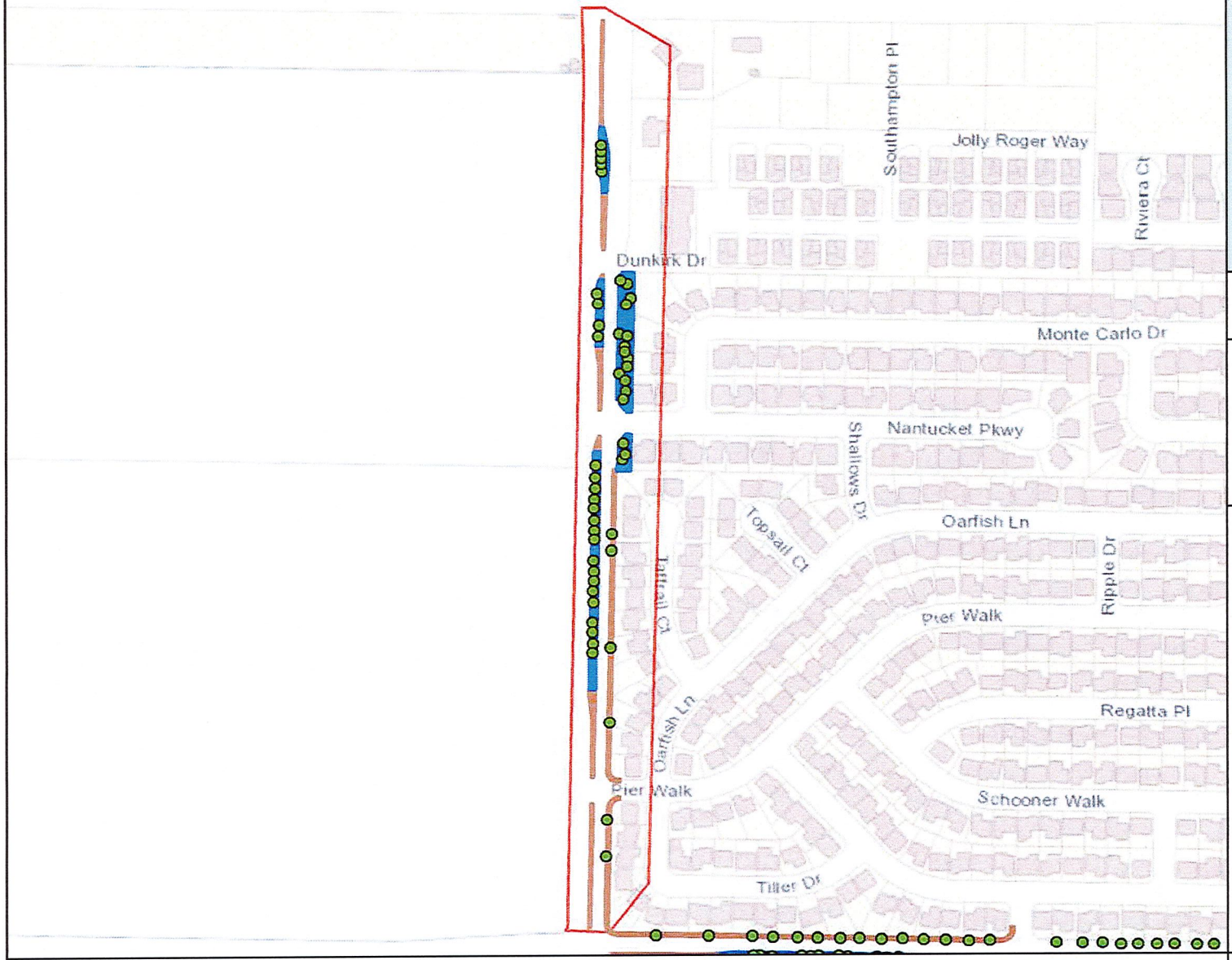
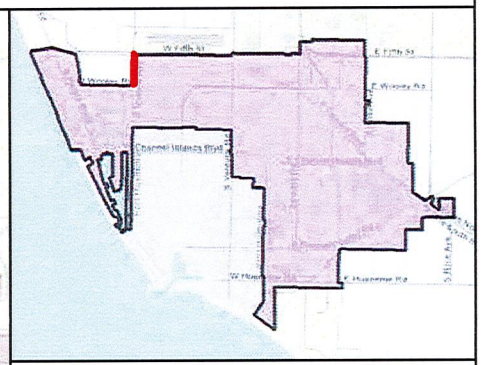
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 43 OF 51, VICTORIA 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,560 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,566 SQ FT
~0.45 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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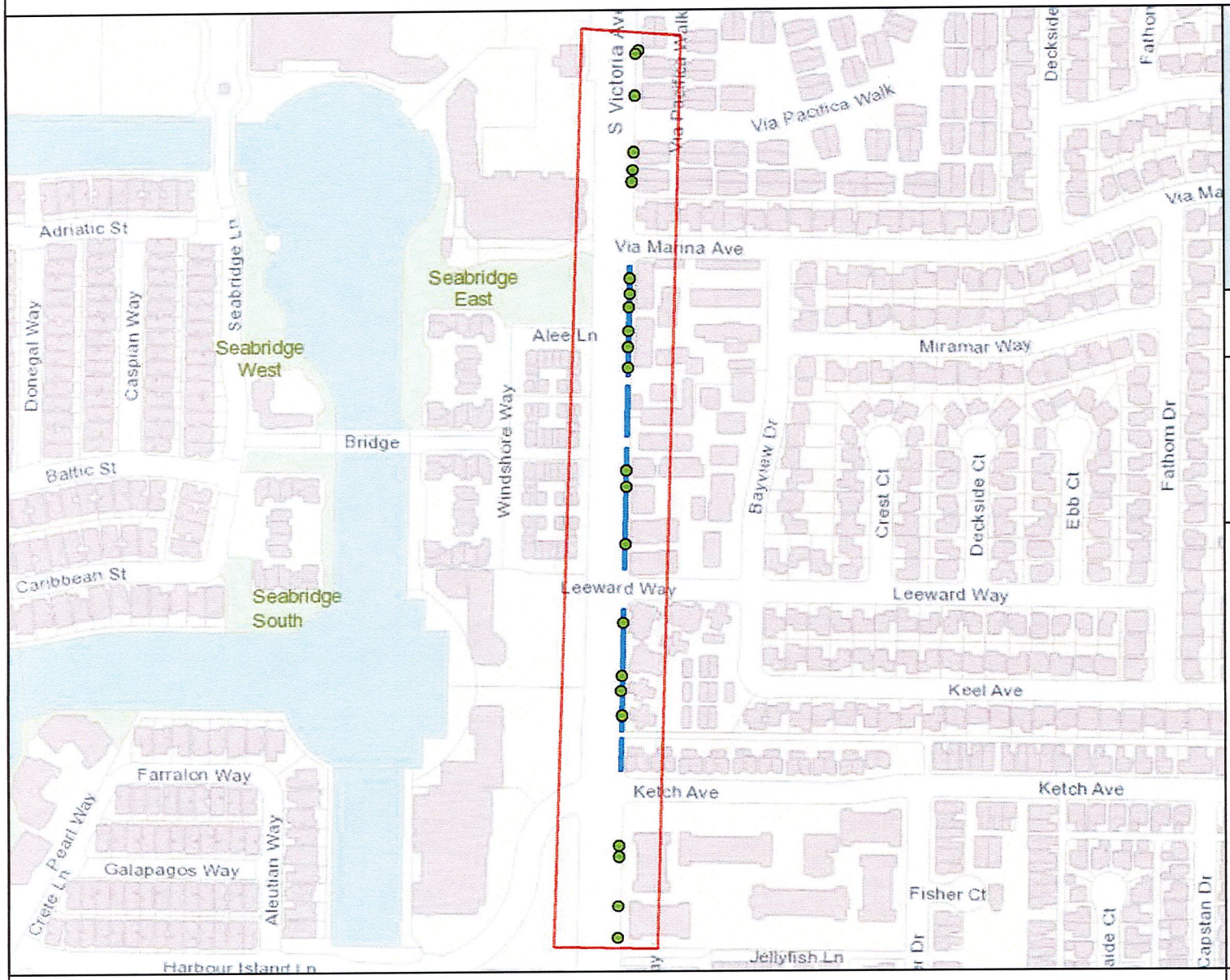
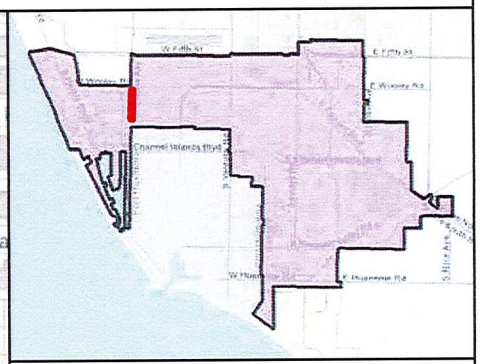
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 44 OF 51, VICTORIA 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,305 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
23 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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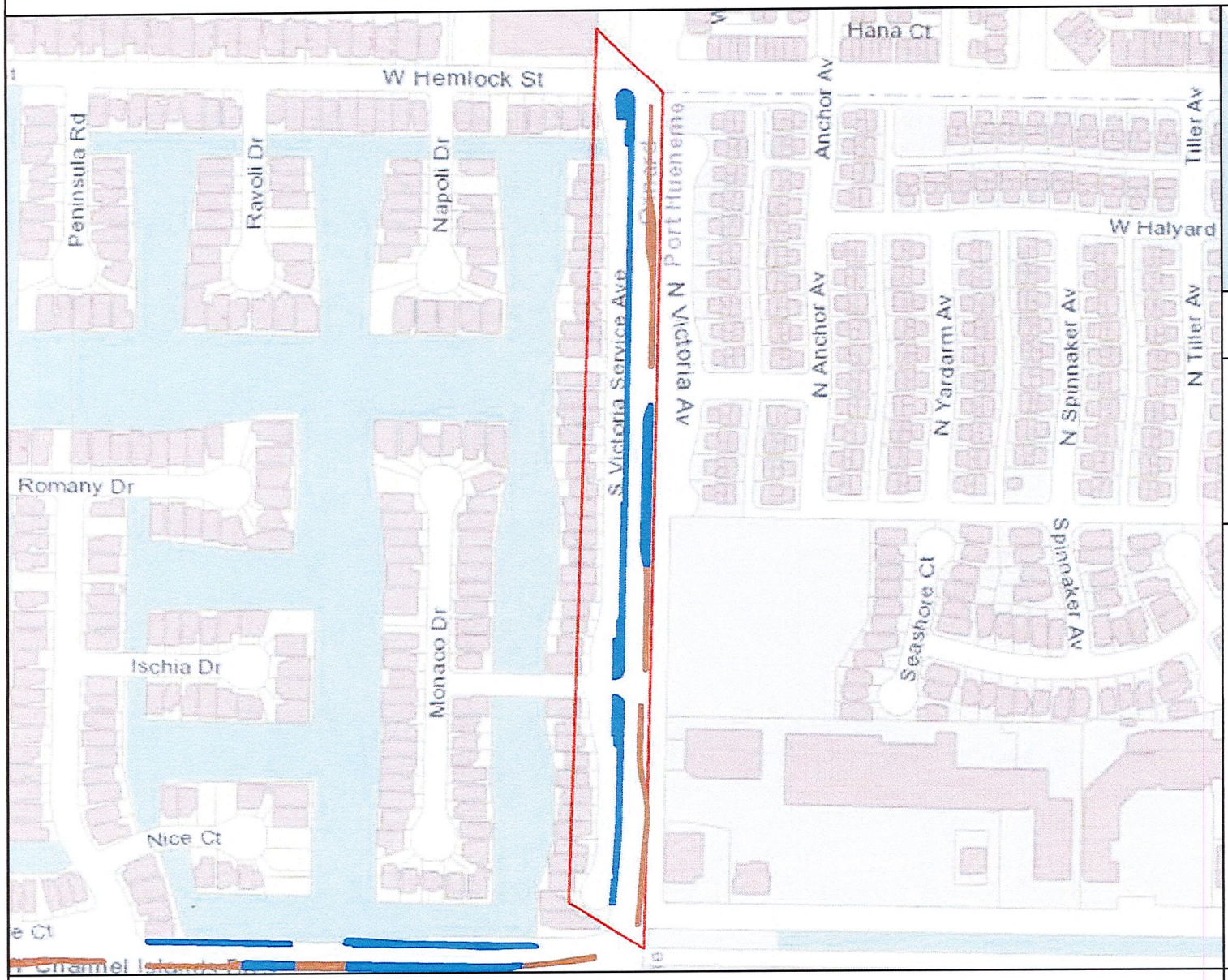
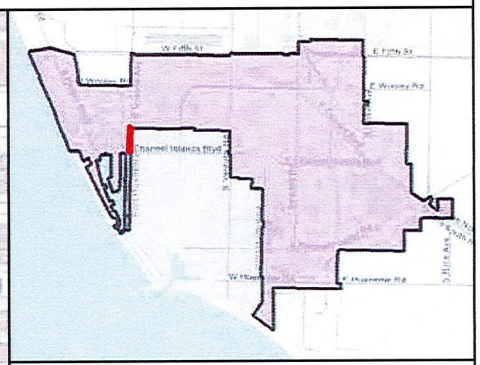
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 45 OF 51, VICTORIA 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,480 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,673 SQ FT
~0.18 ACRES

PROJECT TREES:
0 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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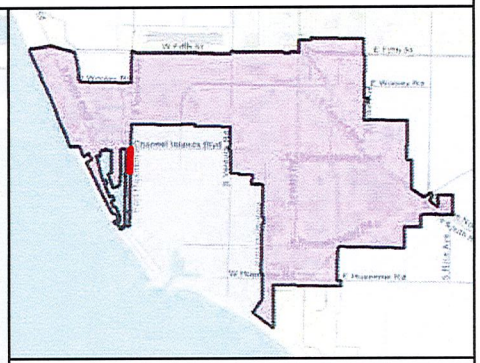
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 46 OF 51, VICTORIA 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,620 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,496 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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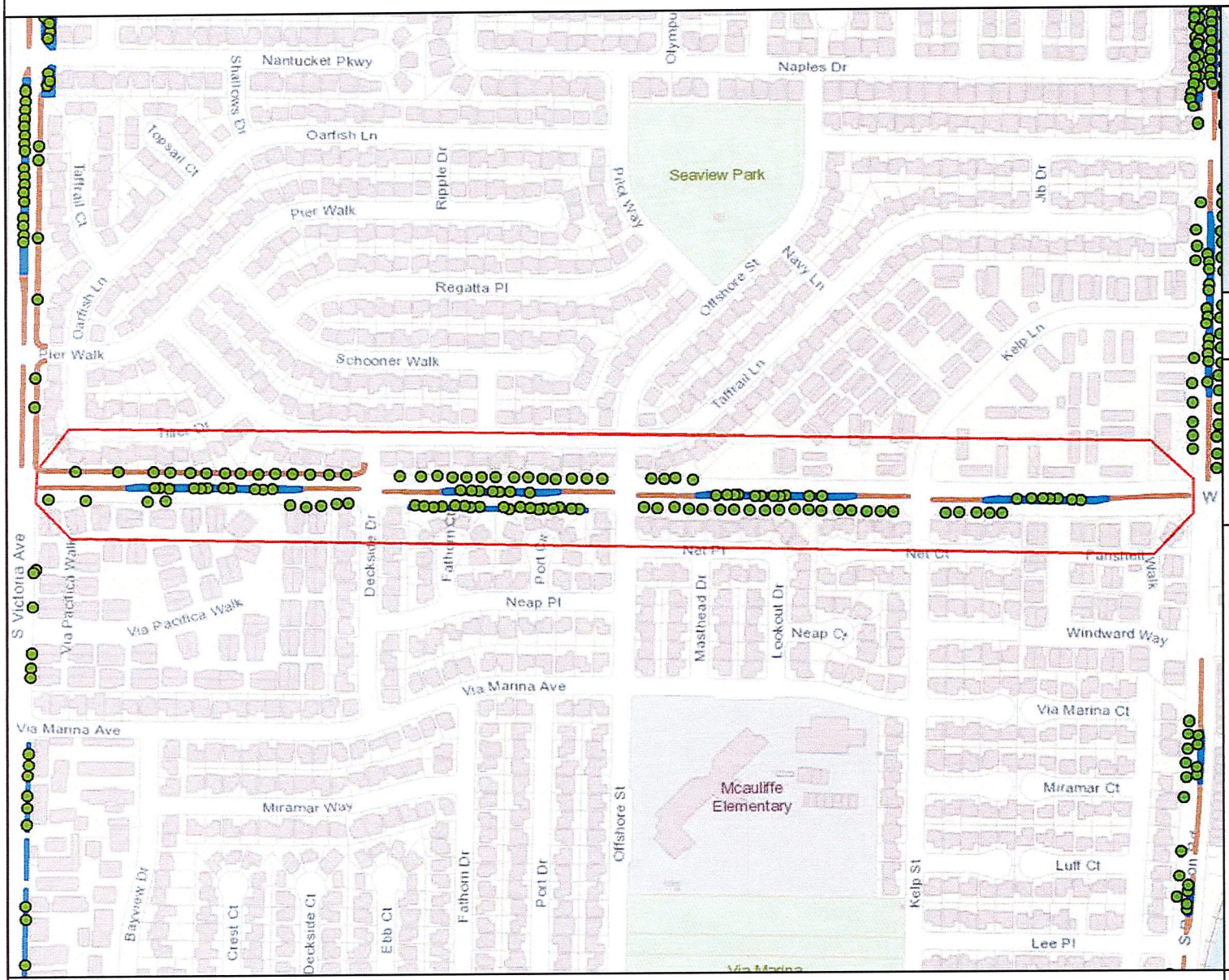
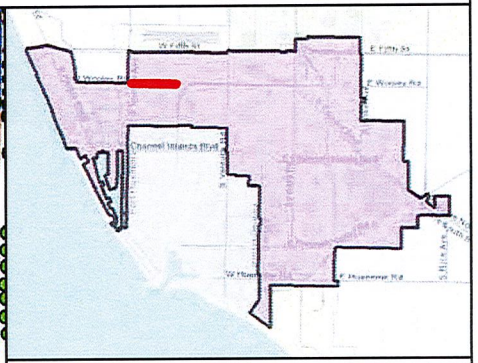
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 47 OF 51, WOOLEY 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,860 SQ FT
~0.71 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~17,365 SQ FT
~0.4 ACRES

PROJECT TREES:
118 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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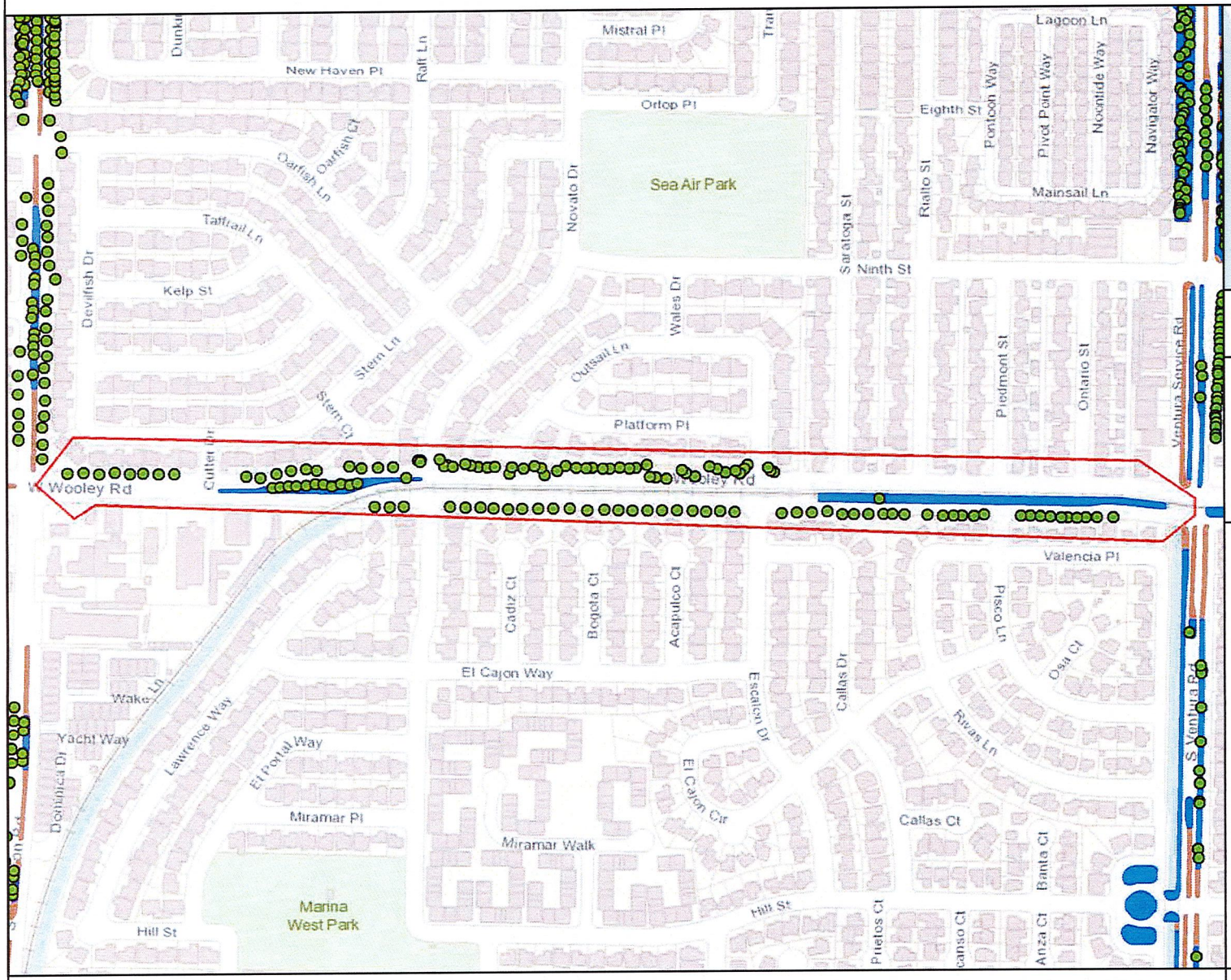
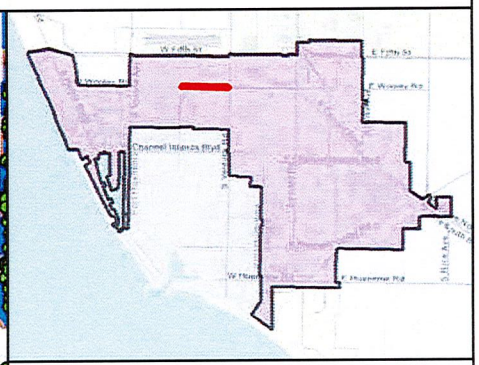
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 48 OF 51, WOOLEY 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~34,887 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
125 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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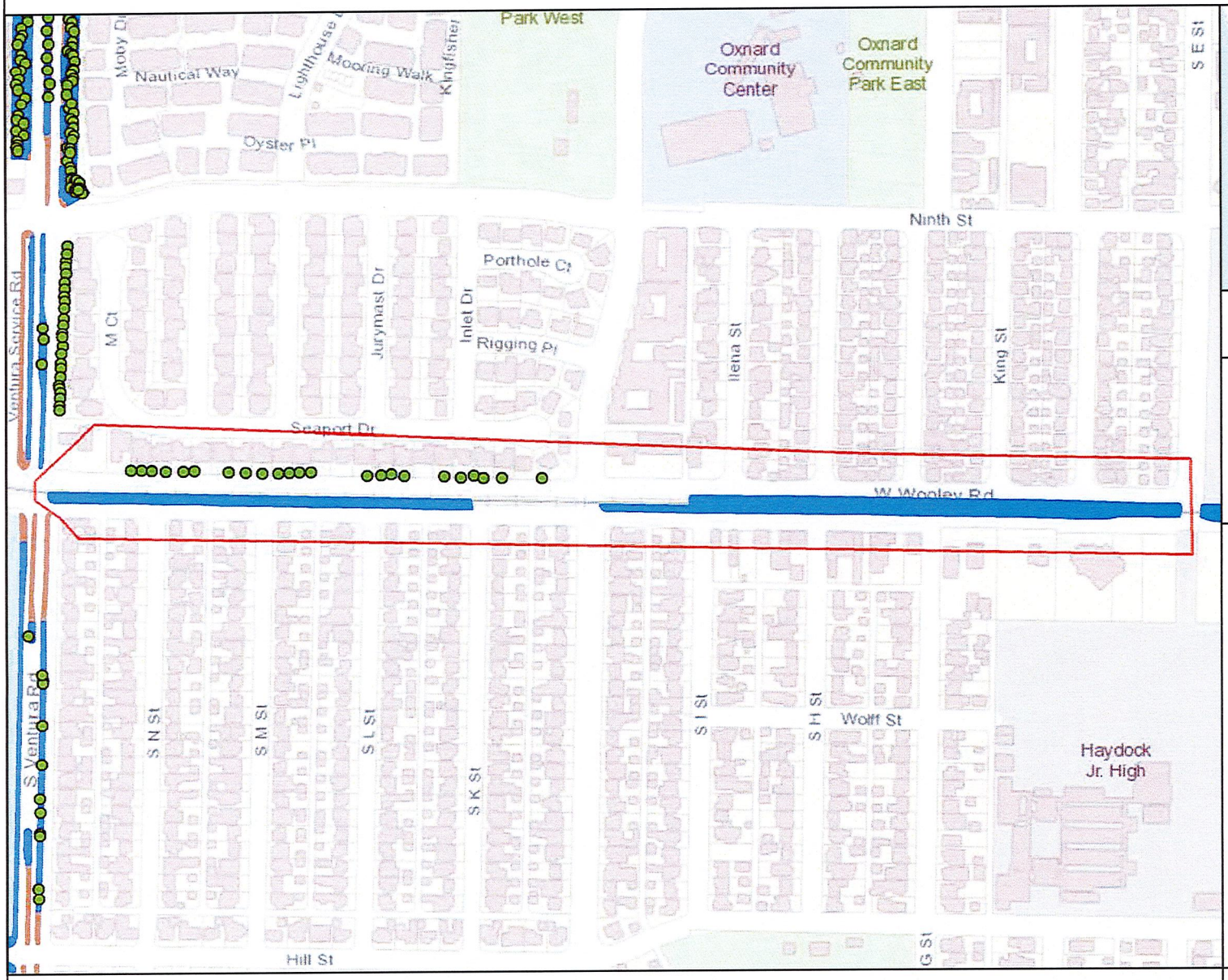
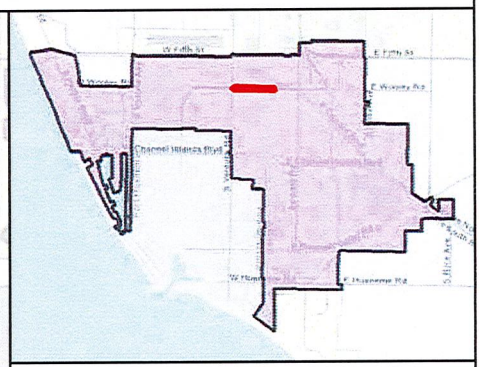
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 49 OF 51, WOOLEY 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~94,522 SQ FT
~2.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
23 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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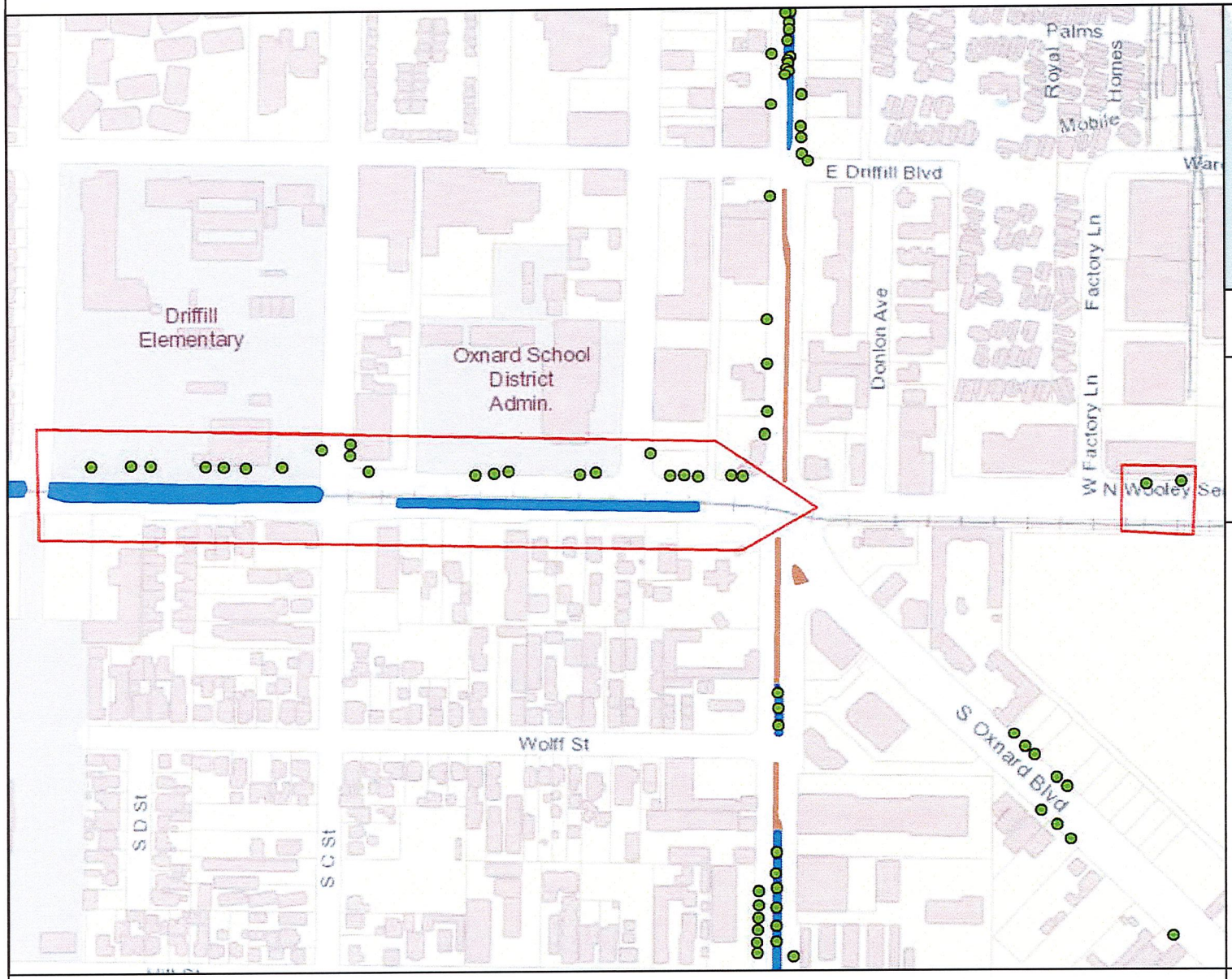
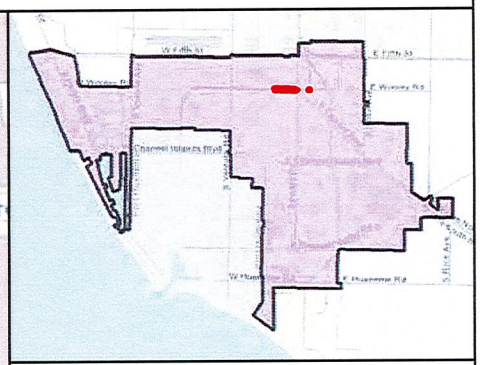
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 50 OF 51, WOOLEY 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,348 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
24 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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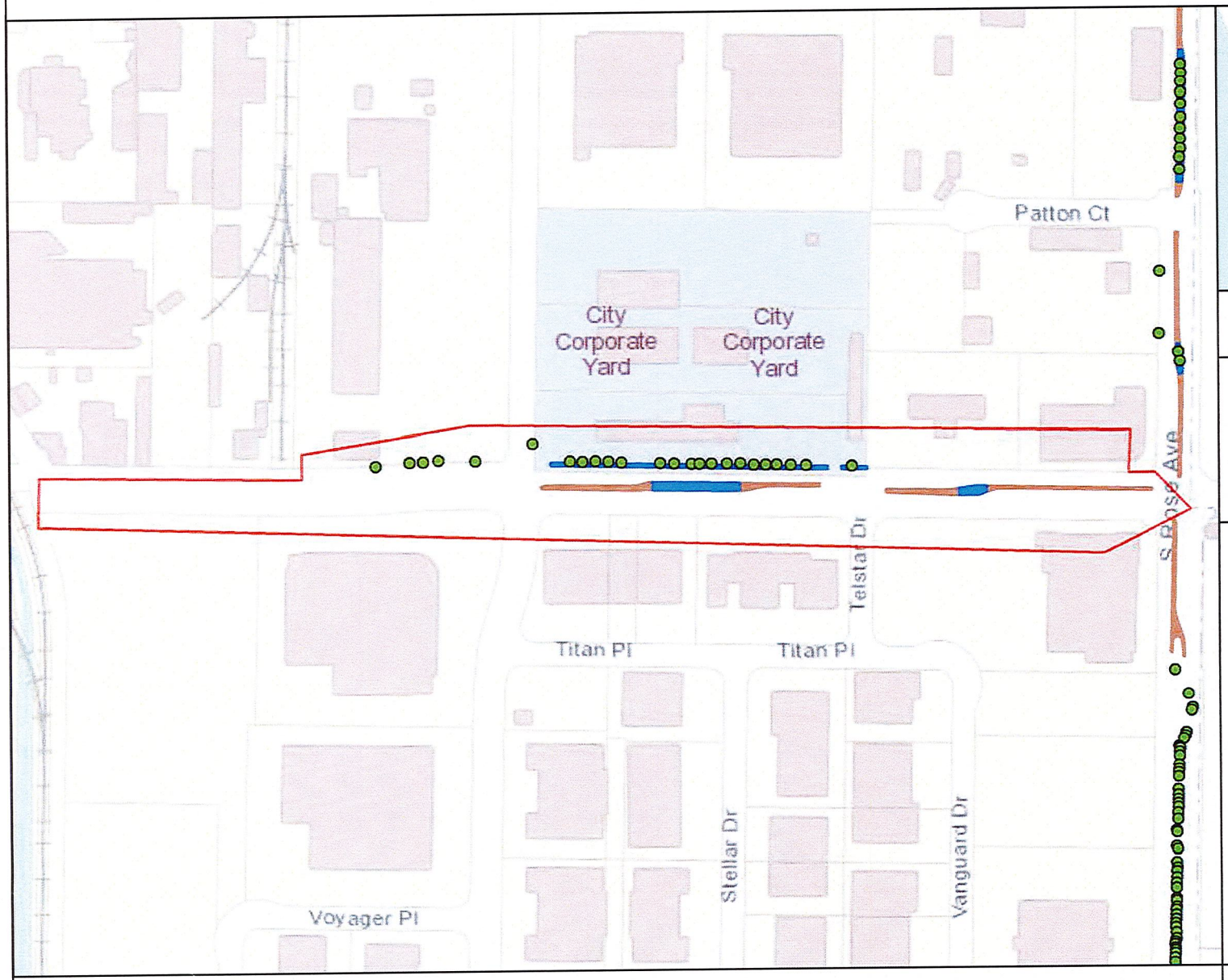
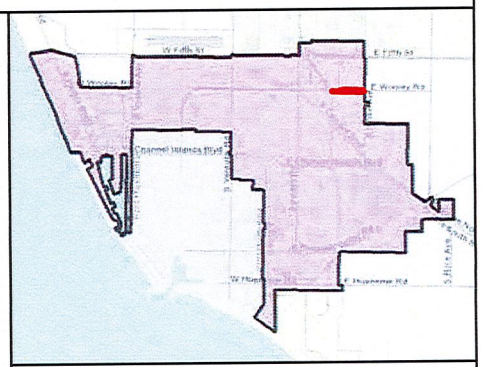
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 51 OF 51, WOOLEY 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,096 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,649 SQ FT
~0.13 ACRES

PROJECT TREES:
24 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Amendments to Agreements for Landscape Maintenance Services within the City's Medians and Parkways

Public Works and Transportation Committee
July 12, 2022

Kevin Thompson
Parks Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the:

1. First Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $1,900,000 to $2,415,000 in Region 1;

2. Second Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. increasing the not to exceed amount from $2,125,000 to $2,535,000 in Region 2; and

3. First Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $2,000,0000 to $2,575,000 in Region 3.

BACKGROUND

- After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of citywide streets, landscapes, and parks

- On June 29, 2021, City Council awarded three Agreements for the monthly landscape maintenance of the medians and parkways along the arterial streets

- Since the award of the Agreements, staff has identified areas within the City's responsibility that were not included in the original scope of work

DISCUSSION

- These amendments continue to bring an equal level of landscape service throughout the City's arterial streets
- Maintenance of all shrubs, groundcover, and trash pick up will continue to occur monthly
- Turf areas will be mowed twice each month
- These service Agreements allow for Parks staff to focus on other tasks, outside of routine street landscape maintenance, such as park and tree maintenance, resident 311 requests, proactive irrigation checks and repairs, installation of mulch, and water use reduction projects

DISCUSSION

Summary of proposed amendments for additional service areas:

<u>Region 1</u>

Current Agreement	33.3 acres landscape	7.4 acres hardscape
Proposed Amendment	**6.0 acres landscape**	**2.38 acres hardscape**
New Total	39.3 acres landscape	9.78 acres hardscape

<u>Region 2</u>

Current Agreement	31.7 acres landscape	10 acres hardscape
Proposed Amendment	**11.76 acres landscape**	**.77 acres of hardscape**
New Total	43.46 acres landscape	10.77 acres hardscape

<u>Region 3</u>

Current Agreement	28.97 acres landscape	9.03 acres hardscape
Proposed Amendment	**12.34 acres landscape**	**1.23 acres hardscape**
New Total	41.31 acres landscape	10.26 acres of hardscape

FINANCIAL IMPACT

- Total cost for all three Amendments is $1,500,000
- New total not to exceed amount of all three Agreements is $7,525,000 for the three year terms
- The cost for FY 2022-23, including Amendments is $2,468,255
- Funding is provided through the Measure E 1.5-cent sales tax revenue and is included in the FY 2022-23 Public Works Parks operations budget

QUESTIONS?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: July 12, 2022

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8483 with Mariposa Landscapes, Inc. for Basic Landscape Services for Citywide General Fund Parks. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve Agreement A-8483 with Mariposa Landscapes, Inc. in the amount not to exceed $758,919 for a 22-month term ending June 30, 2024 for basic landscape services in the General Fund Parks.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/KvjCWDBDf1Q

BACKGROUND

After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included weekly mowing of the General Fund parks by landscape contractors. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

To provide equal levels of service, the City was divided into four contract areas consisting of an equal number of parks. On June 29, 2021, City Council awarded the Agreements A-8339, A-8340, A-8341, and A-8342 to Mariposa Landscapes, Inc. (Mariposa) as the lowest responsive bidder for each contract area. The total cost for all four Agreements is a not to exceed amount of $2,405,000 for the three year terms ending June 30, 2024.

In order to provide some of the basic landscape maintenance services in our parks and to address requests for additional park landscape and maintenance services that are not contained in the current mowing agreements, staff developed a new scope of work. These additional services are now feasible with the Measure E funding source. As such, the new scope of work was developed to include additional basic routine park landscape maintenance services to be performed along with the existing mowing services being provided by Mariposa.

DISCUSSION

On April 8, 2022, the City released the RFP (PW 22-104) for basic landscape services at all General Fund parks. These services include the annual fertilization of all turf, the annual aeration of turf, quarterly pruning of all shrubs and groundcover, scheduled weed control per agreement that includes adjacent sidewalks and gutters, weekly removal of loose litter and debris within the parks and parking lots, and trash can service four

days per week. The RFP also included capacity for additional “as needed” services such as additional aeration or seeding. These “as needed” services are subject to available funds.

Three companies submitted bids and Mariposa was evaluated as the highest ranked proposal, in addition to also being the lowest responsive bidder. Mariposa meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

The Agreement for basic landscape services, along with the existing agreements for park mowing services, will allow for the General Fund parks to be maintained at a level of service we have not been able to provide as a result of budget constraints. This will also allow park staff to focus on other tasks, outside of routine maintenance, such as proactive irrigation monitoring and repair, increased level of ball field maintenance, turf removal projects for additional water savings, graffiti removal, and addressing deferred infrastructure repair and replacement.

This Agreement for basic landscape services will end on June 30, 2024 at the same time as the four mowing agreements. The intent is to combine and bid the basic landscape services with the weekly mowing services into new agreements that will commence on July 1, 2024.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total not to exceed cost for this Agreement with Mariposa Landscapes, Inc. is $758,919 for a 22-month term ending June 30, 2024. The not to exceed amount includes capacity for additional “as needed” services such as increasing the frequency of trash removal and additional turf maintenance. These additional “as needed” services are subject to available funds. The funding for this Agreement is provided through the Measure E 1.5-cent sales tax revenue and is included in the FY 2022-23 Public Works Parks operations budget in the General Fund (101-5701-805-82-09). There is an estimated 10% inflation increase factored in for FY 2023-24.

Estimated Spending Plan			
Mariposa Landscapes, Inc.	**FY 2022-23 10 Months**	**FY 2023-24 12 Months**	**TOTAL**
Basic Landscape Services	$272,600	$359,832	**$632,432**
As-needed services (Estimated 20%)	$54,520	$71,967	**$126,487**

TOTAL	**$327,120**	**$431,799**	**$758,919**

Prepared by: Kevin Thompson, Parks Manager, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8483
2. Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: September 12, 2022

(2) Vendor: Mariposa Landscapes Inc.

(3) Services: Additional maintenance services including litter and debris removal and maintenance of; turf, shrub, vine, groundcover, general site, fertilization, landscape and weed control.

(4) Schedule of Services: See Scope of Services Exhibit

(5) Agreement Ending Date: August 31, 2023 subject to renewal for up to June 30, 2024 upon the written agreement of both parties

(6) Total Agreement Amount: $758,919

(7) City's Project Manager: Kevin Thompson, Parks Manager

(8) Vendor's Project Manager: Dave Widjaja, Estimator

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (c) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(d) and the Prevailing Wage Exhibit are not incorporated and are not required.
☒ Prevailing wages but not living wage, in which case: Section 20(d) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (c) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:
Mariposa Landscapes Inc
ATTN: Dave Widjaja, Estimator
6232 Santos Diaz St,
Irwindale, CA 91702

FOR CITY:
City of Oxnard
ATTN: Kevin Thompson, Parks Manager
1060 Pacific Ave, Building 3
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:
dave.widjaja@mariposa-ca.com

CITY'S PROJECT MANAGER:
kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☐ Living Wage Policy Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (c) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (d) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (d) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

Mariposa Landscapes Inc.

Terry Noriega, President, [2] Date

Antonio Valenzuela, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

TURF MAINTENANCE

1a. SOIL AERIFICATION

The Contractor shall perform soil aerification for all turf grass areas at designated frequency and timing. Aerification shall be done with a power driven aerifier using shatter or coring tines to a depth no less than four (4) inches and no more than six (6) inches. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement. Before the start of aerification, all irrigation components will be flagged to prevent damage.

1b. FERTILIZATION

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines at designated frequency and timing. The rate of application must follow label recommendations. The schedule must be pre-approved by the Project Manager or his or her representative. The specific fertilizer composition used will be determined by the soil makeup and condition of the vegetation at the time of application. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to application. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Fertilization of turf, planter beds or any other maintenance areas should address plant health, diseases and insect issues.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative.

1c. PESTICIDE APPLICATION

The Contractor shall control and eliminate all weeds within the project boundaries. Unless otherwise specified, this shall include all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides. For follow-up pesticide applications, the contractor is to provide a second service date upon completion of the initial application. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards.

1d. TURF WEED CONTROL

Contractor shall treat all turf grass areas for broadleaf weeds control at designated frequency and timing. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

1e. TURF RENOVATION

The Contractor shall renovate all turf areas in accordance with the designated frequency and timing. Any application schedule must be pre-approved by the Project Manager or his or her representative.

The seeding operation shall consist of a three step process; seedbed preparation, seeding and applying the fertilizer. The last two steps shall be accomplished within 48 hours of starting the seeding operation.

Seedbed Preparation: The areas to be seeded shall be reasonably smooth and shall conform to the original contours or new contours as shown on the plans before actual seedbed preparation begins. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat line and all loose material raked to the toe and removed.

Seeding: A high quality Bermuda or Kikuyu seed will be used depending on location. All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the project manager before application.

Fertilizing: The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, and pelleted or granular. Fertilizer is to be applied at a rate of 1Ib per 1000 square feet.

The Contractor shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Contractor.

SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2a. PRUNING AND EDGING

The Contractor shall prune all shrubs and groundcover and vines at designated frequency and timing. Shrubs shall be pruned for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be trimmed periodically (at a minimum of 4xs per year) and maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2b. GROUNDCOVER PRUNING

Groundcover shall be pruned at designated frequency and timing. Pruning shall be done in a manner as to maintain separation away from the base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractor's expense.

2c. FERTILIZATION

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2d. PLANTER BED WEED CONTROL

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. Planter bed weed control shall take place at designated frequency and timing. Any planned application will be notified to city representative at least 7 days prior. All chemical application will be scheduled with city representative and aim to reduce contact with residents and visitors to eliminate any chemical exposure to the public and promote safety.

GENERAL SITE MAINTENANCE

3a. LITTER AND DEBRIS CONTROL

All areas of maintenance responsibility, including sidewalks and gutters adjacent to areas of responsibility, paved and dirt parking lots that are not on-street parking in front of residences, shall be kept free of all trimmings, leaves, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done at designated frequency and timing. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes curb and gutter areas. Any hazardous materials need to be reported to the city representative promptly.

3b. TRASH CAN SERVICE

The Contractors shall check all trash cans at the designated frequency and timing. Cans that are at least ½ full or more will have their liners replaced. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured. Trash liners are to be replaced regardless of content fullness if it is emitting a foul smell. Contractor shall supply at their cost all trash liners.

Litter and debris that is on the ground and within 10’ of a trash can will be picked up and disposed of during the servicing of trash cans.

LANDSCAPE REPLACEMENT

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

RESPONSE AND INQUIRIES

The Contractor shall be required to respond (within 4 business hours) to inquiries and identified deficiencies in service.

TRAFFIC CONTROL

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, the Contractor must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless the contractor elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. The City pays for all traffic control permits.

SOFTWARE

Contractor will be required to utilize an ESRI based work order system, or other program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

STAFFING EXPECTATIONS

Contractor will be required to meet minimum staffing expectations based on the service level Proposal on and awarded within the contract. Minimum staffing expectations may only be deviated from through written consent by the Project Manager or his or her representative.

Landscape Maintenance, Fertilization and weed control specification

All pesticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. SDS (Safety Data Sheets) or MSDS (Material Safety Data Sheets) forms and all product labels shall be in the possession of and readily available by the staff performing the application.

WEATHER

Chemical types and applications must be applied based upon the weather conditions.

EXTRA VISITS

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

NUTRIENTS

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

REPORTS

Contractor will be required to check in on the approved City approved work order system (ESRI) and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) *might* be required to keep the City approved work order system app active on device for the duration of time while on site. Contractor will provide a monthly report detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the City approved work order system and feedback provided by the Project Manager or his or her representative. Contractor should provide photographs of any repairs or enhancements made to a location

within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

REFUSE DISPOSAL

Contractor will be required to dispose of all green waste within the Oxnard City limits either through drop *off* at the Del Norte Transfer Station or through a green waste bin at an agreed upon location. The Contractor may be provided a right of use entry to an agreed upon location for storage of such a bin.

RATES AND COSTS EXHIBIT

	Park	Location/Address	Acres	Sq Ft	Service Level A	Service Level B
1	Beck Park	600 W Kamala	7.75	337,611	$ 1,819.00	$ 900.00
2	Cabrillo Park	1600 Ebony Drive	5.19	226,256	$ 966.00	$ 428.00
3	Carty Park	3900 S F Street	3.3	143,883	$ 937.00	$ 477.00
4	College Estate Park	1400 Gary Drive	5.58	243,090	$ 1,558.00	$ 804.00
5	Colonia Park	170 N Juanita Ave	5.42	236,017	$ 1,357.00	$ 670.00
6	Community Center Park East	800 Hobson Way	5.46	237,963	$ 1,702.00	$ 916.00
7	Community Center West Park	801 Hobson Way	5.45	237,304	$ 1,205.00	$ 629.00
8	Connelly Park	2101 Bevra	1.85	80,668	$ 783.00	$ 490.00
9	Del Sol Park	1500 Camino Del Sol	11	479,247	$ 2,383.00	$ 1,131.00
10	Durley Park	800W Hill Street	6.52	284,004	$ 1,434.00	$ 679.00
11	Eastwood Park	1401 N F Street	3.79	165,086	$ 1,636.00	$ 904.00
12	Fremont Tot Park	1130 N M Street	0.44	19,059	$ 320.00	$ 209.00
13	Garden City Acres Park	5302 Cypress Road	3.85	167,730	$ 1,199.00	$ 630.00
14	Johnson Creek Park	501 East Johnson Road	7.46	324,808	$ 1,547.00	$ 790.00
15	Kohala Park	Kohala Street	1.01	43,948	$ 403.00	$ 309.00
16	Lathrop Park	600 E Guava Street	2.33	101,599	$ 808.00	$ 432.00
17	Lemonwood Park	2055 E San Mateo Place	7.43	323,808	$ 1,482.00	$ 718.00
18	Marina West	1300 S Novato Drive	5.65	246,020	$ 1,258.00	$ 611.00
19	Neptune Park	Neptune Square	1.24	43,560	$ 157.00	$ 100.00
20	Orchard Park	2130 Edelweiss Street	9.08	395,507	$ 1,816.00	$ 835.00
21	Oxnard Beach Park	1601 S Harbor Blvd	10.1	439,855	$ 5,834.00	$ 3,634.00
22	Plaza Park	500 S C Street	1.38	59,939	$ 595.00	$ 330.00
23	Pleasant Valley Park	4501 Justin Way	8.11	353,077	$ 1,907.00	$ 977.00
24	Rio Lindo Park	841 Blanca Street	6.34	276,202	$ 2,289.00	$ 1,276.00
25	Sea Air Park	2011 Ninth Street	7.2	313,433	$ 1,844.00	$ 924.00
26	Seaview Park	1001 Offshore Street	5.33	232,122	$ 1,880.00	$ 1,010.00
27	Sierra Linda Park	1040 Indigo Place	5	217,585	$ 1,412.00	$ 718.00
28	South Bank Park	2610 Woodside Place	5.66	246,371	$ 1,233.00	$ 611.00
29	Southwest Community Park	2500 W 5th Street	18.39	801,157	$ 3,845.00	$ 1,801.00
30	Southwest Community Park Ext	2500 W 5th Street	5.08	221,402	$ 714.00	$ 272.00
31	Southwinds Park	455 W Clara Street	5.91	257,499	$ 1,618.00	$ 817.00
32	Thompson Park	201 N Imperial Street	2.1	91,636	$ 731.00	$ 390.00
33	Via Marina Park	3301 Keel Way	11.11	483,916	$ 2,199.00	$ 1,010.00
34	Wilson Park	350 N C Street	1.69	73,573	$ 1,273.00	$ 828.00
			193.2	**8,404,935**	**$ 52,144.00**	**$ 27,260.00**
	Additional Services					
	Turf Aeration	$ 500.00 / per acre				
	Spot Seeding	$ 3,406.00 / per acre				
	4 Man Crew Hourly Rate	$ 196.00 / per hour				

Task #	Task	Frequency	Service Level		Quantity	Price
			A	*B*		
	Turf Maintenance					
1a	Aerate	Bi-Annually	X		195 acres	$ 41,380.00
		Annually		X	195 acres	$ 20,690.00
1f	Spot Seeding	Yearly	X		Cost per acre with min of 15	$ 51,090.00
		As needed		X	Cost per acre	$ 3,406.00
	Ferilization					
1b	Turf	Bi-Annually	X		195 acres	$ 45,290.00
		Yearly		X	195 acres	$ 22,645.00
2c	Shrubs, Ground Cover, Vines	Yearly	X		Within Parks	$ 1,300.00
		As needed		X	Within Parks	$ 650.00
	Loose Litter & Debris Removal					
3a	Loose Litter & Debris Removal	2 Days per week	X		Pick up and dispose of all litter and debris from the entire park 2 days a week. On Monday and Friday	$ 37,583.00
		1 Day per week		X	Pick up and dispose of all	$ 18,792.00
	Trash Can Service					
3b	Trash Can Service	Daily	X		Check all trash can daily	$ 263,076.00
		4 Days per week		X	Check all trash can four	$ 167,088.00
	Weed Control					
1d & 2d	Control and eradication of all weeds within park boundaries to street gutter	Daily	X		Within Parks	$ 123,132.00
		4 Days per week		X	Within Parks	$ 70,361.00
	Pruning					
2a & 2b	Shrubs, Ground Cover, Vines	Monthly	X		Within parks	$ 31,512.00
		Quarterly		X	Within parks	$ 25,200.00

Additional Services		
Turf Aeration	$500.00	per acre
Spot Seeding	$3,406.00	per acre
4 Man Crew Hourly Rate	$196	per hour

The period of performance anticipated for this agreement shall be for one year and 10 months, from September 12th, 2022 through August 31st, 2023 with an option to renew through June 30th, 2024 effective upon signature of an Agreement by both parties, unless terminated earlier. This optional annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements. Updated annual pricing must be submitted to the City in writing, no later than the June 30th preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for June. There is no obligation by the City to purchase any specified amount of goods or services during the entirety of the agreement.

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

6/22

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

SAMPLE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 6/22 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 6/22

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

Agreement with Mariposa Landscapes, Inc. for Basic Landscape Services for Citywide General Fund Parks

Public Works and Transportation Committee
July 12, 2022

Kevin Thompson
Parks Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve Agreement A-8483 with Mariposa Landscapes, Inc. in the amount not to exceed $758,919 for a 22-month term ending June 30, 2024 for basic landscape services in the General Fund Parks.

BACKGROUND

- After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks.

- June 29, 2021: City Council approved four Agreements for weekly mowing of all General Fund Parks

- Currently there is Measure E funding available provide some additional landscape services that are not contained in the current mowing agreements. Staff developed a new scope of work for basic routine park landscape maintenance to be performed along with the existing mowing services that is being provided by Mariposa.

- On April 8, 2022, the City released the RFP (PW 22-104) for basic landscape services at all General Fund parks.

DISCUSSION

- The basic landscape services include the annual fertilization of all turf, the annual aeration of turf, quarterly pruning of all shrubs and groundcover, scheduled weed control that includes adjacent sidewalks and gutters, weekly removal of loose litter and debris from the parks and parking lots, and trash can service four days per week

- The RFP also included capacity for additional “as needed” services such as additional aeration or seeding. These “as needed” services are subject to available funds.

- Three companies submitted bids and Mariposa was evaluated as the highest ranked proposal, in addition to being the lowest responsive bidder

DISCUSSION

- Staff has verified that Mariposa meets all insurance requirements, possesses a business tax certificate, and is registered with the California Secretary of State

- The Agreement for basic landscape services, along with the existing agreements for park mowing services, will allow for the General Fund parks to be maintained at a level of service we have not been able to provide as a result of budget constraints

- This will also allow park staff to focus on other tasks, outside of routine maintenance, such as proactive irrigation monitoring and repair, increased level of ball field maintenance, turf removal projects for additional water savings, graffiti removal, and addressing deferred infrastructure repair and replacement.

FINANCIAL IMPACT

- The total not to exceed cost for this Agreement with Mariposa Landscapes, Inc. is $758,919 for a 22-month term ending June 30, 2024

- The funding for this Agreement is provided through the Measure E 1.5-cent sales tax revenue and is included in the FY 2022-23 Public Works Parks operations budget in the General Fund (101-5701-805-82-09)

- There is an estimated 10% inflation increase factored in for FY 2023-24.

FINANCIAL IMPACT

Estimated Spending Plan			
Mariposa Landscapes, Inc.	**FY 2022-23 10 Months**	**FY 2023-24 12 Months**	**TOTAL**
Basic Landscape Services	$272,600	$359,832	**$632,432**
As-needed services (Estimated 20%)	$54,520	$71,967	**$126,487**
TOTAL	**$327,120**	**$431,799**	**$758,919**

QUESTIONS?

CITY OF OXNARD CALIFORNIA